

<b>AWARD/CONTRACT</b>		<b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b>		<b>Rating</b> DOA4		<b>Page</b> 1 <b>Of</b> 42	
<b>2. Contract (Proc. Inst. Ident) No.</b> W56HZV-07-D-0135		<b>3. Effective Date</b> 2007APR05		<b>4. Requisition/Purchase Request/Project No.</b> SEE SCHEDULE			
<b>5. Issued By</b> U.S. ARMY TACOM LCMC AMSTA-AQ-ATAB EARL RASHID (586)574-8397 WARREN, MICHIGAN 48397-5000  HTTP://CONTRACTING.TACOM.ARMY.MIL  <b>e-mail address:</b> RASHIDE@TACOM.ARMY.MIL		<b>Code</b> W56HZV	<b>6. Administered By (If Other Than Item 5)</b> DCMA AMERICAS (CANADA) 275 BANK STREET, SUITE 200 OTTAWA, ONTARIO CN K2P 2L6		<b>Code</b> SCN01A		
			<b>SCD B PAS NONE</b>		<b>ADP PT</b> HQ0337		
<b>7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code)</b> CANADIAN COMMERCIAL CORPORATION 50 OCONNOR STREET SUITE 1100 OTTAWA, CA CANADA K1A 0S6  TYPE BUSINESS: Foreign Concern/Entity				<b>8. Delivery</b> <input checked="" type="checkbox"/> FOB Origin <input type="checkbox"/> Other (See Below)			
				<b>9. Discount For Prompt Payment</b>			
				<b>10. Submit Invoices (4 Copies Unless Otherwise Specified)</b>		<b>Item</b> 12	
<b>Code</b> 98247				<b>Facility Code</b> 3AR59		<b>To The Address Shown In:</b>	
<b>11. Ship To/Mark For</b> SEE SCHEDULE		<b>Code</b>	<b>12. Payment Will Be Made By</b> DFAS - COLUMBUS CENTER DFAS-CO/NORTH ENTITLEMENT OPERATION P.O. BOX 182266 COLUMBUS OH 43218-2266		<b>Code</b> HQ0337		
<b>13. Authority For Using Other Than Full And Open Competition:</b> <input checked="" type="checkbox"/> 10 U.S.C. 2304(c)(1) <input checked="" type="checkbox"/> 41 U.S.C. 253(c)(1)				<b>14. Accounting And Appropriation Data</b>			
<b>15A. Item No.</b> SEE SCHEDULE		<b>15B. Schedule Of Supplies/Services</b> CONTRACT TYPE: Firm-Fixed-Price		<b>15C. Quantity</b>		<b>15D. Unit</b>	
				<b>15E. Unit Price</b>		<b>15F. Amount</b>	
				KIND OF CONTRACT: Supply Contracts and Priced Orders			
Contract Expiration Date: 2012DEC31				<b>15G. Total Amount Of Contract</b>		\$0.00	
<b>16. Table Of Contents</b>							
(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)
<b>Part I - The Schedule</b>				<b>Part II - Contract Clauses</b>			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	37
X	B	Supplies or Services and Prices/Costs	3	<b>Part III - List Of Documents, Exhibits, And Other Attachments</b>			
X	C	Description/Specs./Work Statement	6	X	J	List of Attachments	42
X	D	Packaging and Marking	15	<b>Part IV - Representations And Instructions</b>			
X	E	Inspection and Acceptance	20	K	Representations, Certifications, and Other Statements of Offerors		
X	F	Deliveries or Performance	25				
X	G	Contract Administration Data	27	L	Instrs., Conds., and Notices to Offerors		
X	H	Special Contract Requirements	30	M	Evaluation Factors for Award		
<b>Contracting Officer Will Complete Item 17 Or 18 As Applicable</b>							
<b>17. <input checked="" type="checkbox"/> Contractor's Negotiated Agreement</b> (Contractor is required to sign this document and return 2 signed copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				<b>18. <input type="checkbox"/> Award</b> (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
<b>19A. Name And Title Of Signer (Type Or Print)</b>				<b>20A. Name Of Contracting Officer</b> GREGORY M. DIXON DIXONG@TACOM.ARMY.MIL (586)574-6873			
<b>19B. Name of Contractor</b>  By _____ (Signature of person authorized to sign)		<b>19c. Date Signed</b>		<b>20B. United States Of America</b>  By _____ /SIGNED/ (Signature of Contracting Officer)		<b>20C. Date Signed</b> 2007APR05	
NSN 7540-01-152-8069 PREVIOUS EDITIONS UNUSABLE				25-106 GPO : 1985 0 - 478-632		Standard Form 26 (Rev. 4-85) Prescribed By GSA-FAR (4.8 CFR) 53.214(a)	

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SECTION A - SUPPLEMENTAL INFORMATION

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1	52.201-4000 (TACOM)	TACOM-WARREN OMBUDSPERSON	JAN/2006

Information regarding the TACOM-Warren Ombudsperson is located at the website <http://contracting.tacom.army.mil/acqinfo/ombudsperson.htm>

[End of Clause]

EXECUTIVE SUMMARY

1. The Government hereby accept the offer of G.T. Machining and Fabrication Ltd. (Canadian Commercial Corp.) in response to follow-on contract W56HZV-07-D-0135 for the M15 Bridge Adapter Pallet (BAP) as set forth below:
- | <u>CLIN</u> | <u>Estimated QTY</u> | <u>Unit Price</u> | <u>Total</u> |
|-------------|----------------------|-------------------|--------------|
| 0001AA      | 89 each              | \$49,971          | \$4,447,419  |
| 0002AA      | 68 each              | \$52,803          | \$3,590,604  |
| 0003AA      | 84 each              | \$54,883          | \$4,610,172  |
2. The BAP refurbishment requirement to rebuild 38 BAPs being currently used as test/training assets, and necessary engineering changes is incorporated as Attachment 003.
3. Prices above include credit of \$223/BAP to delete the high bank rear rollers.
4. Prices above are in US funds and are based on the current exchange rate of \$1.00 Cdn = \$.86 US.
5. The minimum three year quantity is 89. The estimated maximum three year quantity is 504. All items will be F.O.B. Origin.
6. Electronic Funds Transfer payments are to made as follows:
- Bank of Nova Scotia, New York Agency  
One Liberty Plaza  
New York, NY 10006  
ABA# 026002532  
Acct # 00001526-17

\*\*\* END OF NARRATIVE A 0001 \*\*\*

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p>0001 SECURITY CLASS: Unclassified</p> <p>0001AA <u>PRODUCTION QUANTITY</u></p> <p>NOUN: BAP PRODUCTION QUANTITY</p> <p><u>1ST ORDERING YEAR QUANTITY</u>: Estimated quantity of 89 each</p> <p>THE PRICE APPLICABLE TO AN INDIVIDUAL ORDER IS THE PRICE FOR THE ORDERING YEAR IN WHICH THE ORDER IS ISSUED. THE DELIVERY DATE OF THE ORDER DOES NOT DETERMINE THE PROGRAM YEAR.</p> <p><u>FIRST ORDERING YEAR</u> OF THE CONTRACT IS THE DATE OF AWARD PLUS 364 DAYS</p> <p><u>SECOND ORDERING YEAR</u> OF THE CONTRACT IS 365 DAYS THROUGH 729 DAYS AFTER CONTRACT AWARD</p> <p><u>THIRD ORDERING YEAR</u> OF THE CONTRACT IS 730 DAYS THROUGH 1,094 DAYS AFTER CONTRACT</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>			\$ 49,971.00000	
	<p>0002 SECURITY CLASS: Unclassified</p> <p>0002AA <u>PRODUCTION QUANTITY</u></p> <p>NOUN: BAP PRODUCTION QUANTITY</p> <p><u>2ND ORDERING YEAR QUANTITY</u>: Estimated quantity of 68 each</p>		EA	\$ 52,803.00000	

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>THE PRICE APPLICABLE TO AN INDIVIDUAL ORDER IS THE PRICE FOR THE ORDERING YEAR IN WHICH THE ORDER IS ISSUED. THE DELIVERY DATE OF THE ORDER DOES NOT DETERMINE THE PROGRAM YEAR.</p> <p>SECOND ORDERING YEAR OF THE CONTRACT IS 365 DAYS THROUGH 729 DAYS AFTER CONTRACT AWARD</p> <p>THIRD ORDERING YEAR OF THE CONTRACT IS 730 DAYS THROUGH 1,094 DAYS AFTER CONTRACT</p> <p>(End of narrative B001)</p> <p>Packaging and Marking</p> <p>Inspection and Acceptance</p> <p>INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>				
0003	SECURITY CLASS: Unclassified				
0003AA	<p>THIRD ORDERING YEAR</p> <p>NOUN: BAP PRODUCTION QUANTITY</p> <p>3RD ORDERING YEAR QUANTITY: Estimated quantity of 84 each</p> <p>THE PRICE APPLICABLE TO AN INDIVIDUAL ORDER IS THE PRICE FOR THE ORDERING YEAR IN WHICH THE ORDER IS ISSUED. THE DELIVERY DATE OF THE ORDER DOES NOT DETERMINE THE PROGRAM YEAR.</p> <p>THIRD ORDERING YEAR OF THE CONTRACT IS 730 DAYS THROUGH 1,094 DAYS AFTER CONTRACT</p> <p>(End of narrative B001)</p> <p>Packaging and Marking</p> <p>Inspection and Acceptance</p>		EA	\$ 54,883.00000	

**Name of Offeror or Contractor:** CANADIAN COMMERCIAL CORPORATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	INSPECTION: Origin      ACCEPTANCE: Origin  FOB POINT: Origin				

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.204-4003 (TACOM)	START OF WORK MEETING	MAY/2000

The contractor shall host a start of work meeting at its facility, unless some other location is designated in the contract, within 60 days after contract award. The contractor shall at a minimum invite the Contracting Officer's Representative (COR) identified in Section G or in an appointment letter, the Contract Specialist identified on the face page of this document, and the Administrative Contracting Officer (ACO). The COR, Contract Specialist, and ACO shall be given at least 14 days advance notice of the time, date, and location of the start of work meeting. The preferred method of notification is by email.

[End of Clause]

C.1 PRODUCT ASSURANCE AND TEST:

C.1.1 Quality Program/System: (See E.3 of this contract)

C.1.1.1 The Contractor shall have a supplier quality assurance program that defines the appropriate quality system requirements for each supplier. The Contractors supplier quality assurance program shall assure each supplier has a documented quality system for all supplied products. The Contractors supplier quality assurance program shall be documented as part of their quality system or referenced within. It is suggested, as part of the contractors supplier quality assurance program, that a Suppliers Guide be developed and utilized in concert with purchase orders.

C.1.1.2 The Contractor's documentation verifying their review and acceptance of the subcontractors quality assurance system shall be made available for review upon Government request. If determined to be acceptable, the Contractor should use the subcontractor's accepted system when conducting supplier quality audits. The Government reserves the right to perform quality audits/reviews at the prime contractors and subcontractors facilities as deemed necessary.

C.1.1.3 Quality Planning: The Contractor and subcontractors shall establish Product Quality Plans and Control Plans as necessary to assure that their products meet customer requirements and expectations. It is suggested that Contractor and subcontractors organize into cross-functional teams. The cross-functional teams should use a multi-disciplinary approach for decision making that utilizes quality planning and control plan techniques that ultimately define and document how the requirements for quality will be met. It is recommended that contractor and subcontractors utilize the current edition of the Automotive Industry Action Groups (AIAG) publication, Advanced Quality Planning & Control Plan (APQP) to develop requirements and associated processes. Team actions should include, but are not be limited to:

- a. Development/finalization of special characteristics.
- b. Development and review of both Design and Process Failure Mode and Effects Analysis (FMEAs).
- c. Development of control plans.
- d. Utilization of analytical tools for both the design and production phases.

NOTE: Cross-Functional teams typically include the supplier's design, manufacturing engineering, quality, production, purchasing, packaging, service, other personnel as required and, if applicable, sub-contractor participation.

C.1.1.4 Production Part Approval: If not required by the Contractors Quality System, it is suggested that subcontractors demonstrate that their processes have the capability of meeting design and/or specification requirements prior to the first shipment of product. The product(s) should be validated in accordance with the control plan developed by the suppliers cross-functional team and approved by the Contractor. It is recommended that the contractor and subcontractors utilize the current edition of AIAGs publication, Production Part Approval Process (PPAP), to develop their process for part submission and approval. The Government reserves the right to review any/all associated production part approval documents/records at its discretion.

C.1.2 Final Inspection Record (FIR): See E.5 of this contract.

C.1.3 First Production Unit Inspection (FPUI): See E.8 of this contract.

C.1.3.1 The first BAP produced shall be subjected to inspections/tests by both the Contractor and the Government IAW Table II of the BAP Performance Specification. The FPUI shall be initiated no later than 150 DAC or delivery order. At the time of said inspection, the Contractor shall make available to the Government representatives, all records of prior inspection, tests, Qualified Product List (QPL) documentation, vendor quality requirements, drawings, and certifications.

C.1.3.2 The Contractor shall prepare a FPUI report IAW DID DI-NDTI-80809B (CDRL A003). The Contracting Officer, within 20 calendar days of receipt of the Inspection Report, will approve or disapprove the FPUI. A notice of disapproval will cite reasons for this determination.

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C.1.4 Quality Conformance Inspection (QCI): Each unit produced shall undergo a complete final inspection by the contractor to the degree necessary to assure a defect-free product. This inspection shall include verification of those Section 3 requirements referenced in Table II of the BAP Performance Specification. QCI shall be conducted and documented using the Government-approved Final Inspection Record (FIR).

C.1.5 Control Test (CNT): In addition to the inspection/tests conducted during QCI utilizing the FIR, control tests for maintaining and evaluating process control of production items shall be conducted by the contractor and witnessed by the designated Government representative, in accordance with Table II of the BAP Performance Specification. One out of every (20) end items produced will be selected by the government to undergo Control Tests.

C.1.5.1 Control Test Acceptance: The end item used as the control test will not be accepted by the Government on a DD-250, nor shall the Contractor be eligible for payment until the control test unit has successfully passed all testing. The final DD-250 can be completed and the Contractor eligible for payment when the control test unit has had all deficiencies corrected, screening activities completed, and necessary corrective actions implemented.

C.1.5.2 Control Test Deficiencies: Control test deficiencies found during or as a result of the test shall be prima facie evidence that end items produced since the last acceptable control test and end items produced after the selection of the control test unit may be similarly defective. The Contractor shall provide evidence, acceptable to the designated government representative, that previously and post produced end items represented by the control test are not similarly defective. In the event that the defect(s) exists beyond the control test unit, the Contractor shall correct the defect(s) on all previously and post produced end items since the last acceptable control test at no additional cost to the Government.

C.1.5.3 Control Test Reporting: The Contractor shall prepare a test report for each control test performed. The report may be in contractor format and shall contain test results and corrective actions as applicable. Test reports shall be made available for government review and concurrence for each control test. Each test report shall be completed and in its final form within 10 days of test execution.

C.1.6 Certification Requirements: Certification for those items identified in Table II of the BAP Performance Specification, shall include the documentation reviewed and a statement of the depth of the examination and results. If the documentation being reviewed cannot be certified, the report shall so state and list the reasons; i.e., deficiencies, conflicting data and other applicable items. Certifications shall be made available for Government review upon request.

C.1.6.1 In the event that particular certifications are not acceptable to the Government, the contractor shall conduct additional examinations/tests or provide additional documentation as required to verify the certification, at no additional cost to the Government.

C.1.7 Inspection Equipment: Except as otherwise expressly provided for under this contract, the contractor is responsible for the supply and maintenance of all inspection and test equipment necessary to insure that the end item/components conform to contract requirements. All Contractor inspection equipment shall be available for use on or before the start of production. The Contractor shall make inspection equipment available to the Government Inspector, upon request, for end item or component inspection. Upon completion of the inspection by the Government Inspector, all inspection equipment will be returned to the contractor. All inspection and test equipment used by the contractor shall be included in a Calibration System as part of the Quality System.

C.1.8 Welding Requirements:

C.1.8.1 Welding Design: The Contractor shall ensure that all steel and aluminum weldments meet the design and fabrication requirements in American Welding Society (AWS) D 1.1 and (AWS) D1.2 or equivalent Canadian Welding Bureau (CWB) standards.

C.1.8.2 Welding Procedures: Prior to production, the Contractor is responsible for developing welding procedures IAW AWS/CWB weld code requirements and submit the Contractors draft version to the procuring activity for approval (CDRL A004). The use of pre-qualified weld joints as specified in AWS D1.1 does not preclude submittal of welding procedures. Repair welding of defective parts shall require Government approval and a written procedure identifying proper technique and approach to correct defective product.

C.1.8.3 Alternate Welding Standards: The Contractor may utilize alternate standards or codes once the Contractor or the Contractors suppliers have demonstrated that equivalent or better quality and performance can be obtained by their use. It is the Contractors responsibility to demonstrate such equivalence. If the Contractors component supplier will not release specific proprietary information, the Government reserves the right to conduct an on-site review of the Contractors suppliers quality system and weld processes to verify his/her capability of producing acceptable welds. The Government reserves the right to approve/disapprove the use of any and all such alternative weld standards and specifications. The demonstrated equivalent shall be verified prior to fabrication of any production weldment.

C.1.8.4 Previously Qualified Procedures: If the Contractor previously qualified welding procedures under another DOD contract, the PCO may waive the requirements of paragraphs C.1.8.2 and C.1.8.3. The Contractor shall submit such a request to the PCO in writing, identifying the previous contract(s) under which the Contractor qualified procedures that produced acceptable workmanship specimens. The Contractor may use previously qualified weld procedures provided all the following requirements are met:

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- a. The weld procedure was qualified and approved on a previous DOD contract
- b. The Contractor has certified welders and equipment
- c. There was no break in production for more than six months
- d. A favorable quality history

If the Contractor meets these requirements, and wants approval to use previously qualified weld procedures, the Contractor shall submit a written request to the PCO. The request shall contain proof of previous qualifications and a summary of the Contractors quality history (CDRL A005).

**C.1.8.5 Welder Qualification:** Before the Contractor or their suppliers assign any welder/operator to perform manual, semi-automatic, or automatic welding, the Contractor shall ensure that all welding equipment used in the performance of this contract has been certified and that the Contractors welders/operators have passed qualification testing as prescribed in the applicable qualification standard identified in paragraphs C.1.8.2, C.1.8.3 or C.1.8.4.

**C.1.8.6 Visual Weld Inspection:** The Contractor shall verify weld quality and workmanship using qualified inspectors trained to perform these inspection functions. Acceptable qualification of the Contractor inspectors may be based on:

- a. current or previous certification as an AWS Certified Welding Inspector; or
- b. current or previous certification by the Canadian Welding Bureau (CWB); or
- c. inspection performed by an engineer or technician who is competent in the use of weld inspection techniques and equipment, on the basis of formal training or experience, or both, in metals fabrication, inspection, and testing.

**C.1.9 Product Quality Deficiency Reports (PQDR):** - Field Generated. The Contractor shall investigate and provide failure analysis and corrective action to all Product Quality Deficiency Reports (PQDR's), Standard Form 368, generated against supplies produced under this contract. The Contractor shall provide a report which includes the nature of the investigation, root cause, action taken to correct the deficiency, action taken to prevent recurrence, remedial action, identification of affected material, date of full implementation of corrective action and/or interim action. The proposed effectivity point shall be identified by BAP serial number. All costs related to PQDR investigations including, but not limited too: lab analysis, exhibit transportation/shipping, replacement hardware, etc. are the contractor's responsibility. All PQDR investigations that identify deficiencies attributable to contractor workmanship and/or product nonconformance, the contractor shall provide replacement components as deemed appropriate by the Government PQDR Action Officer. Corrective actions requiring configuration changes shall follow the Configuration Management/Design Change requirements of this contract.

**C.1.9.1** A final written response, in contractor format, shall be submitted for each PQDR received. If a final response is not ready for submittal, the Contractor shall submit an interim response detailing the status of the investigation. The response should report on the nature of the investigation, root cause, action taken to correct the deficiency, action taken to prevent recurrence, remedial action, identification of affected material, date of full implementation of corrective action, interim action and contractor's position with respect to repair or replacement parts.

**C.1.10 Qualified Products:** Certain specifications referenced in this contract may have a Qualified Product List (QPL). The contractor shall utilize items only from vendors specified in the applicable QPL. The Contractor shall document the acquisition of all QPL items with listing of suppliers, quantity, date of QPL, in addition to purchase order. Such QPL documentation shall be made available to the Government upon request.

**C.1.11 Change In Suppliers:** If the Contractor elects to change sources of supply after approval of the First Production Unit Inspection (FPUI), the Government shall be notified. In the event of a deficiency detected on the new suppliers product based on poor workmanship or a non-conformance, the Government reserves the right to require the Contractor to conduct additional tests/examinations as it deems necessary. All costs associated with additional tests/examinations shall be the contractor's responsibility. Any production or delivery delays caused by retesting will not be considered an "excusable delay" under the default clause. Further, such delays shall not form the basis for an upward adjustment in contract price or an extension to the delivery schedules.

**C.1.12 Material Review Board (MRB):** The Contractor shall establish a MRB (and associated procedures/processes), whose function is to disposition non-conforming material (product, processes, etc.). A designated Government representative shall be a member of the MRB. Typical disposition classifications include, but are not limited too: scrap, repair, rework, return to vendor, and use-as-is. Government approval shall be required for MRB actions when disposition is repair or use-as-is. The Government reserves the right to review any/all MRB actions at its discretion.

**C.1.12.1** Both standard and nonstandard repair procedures shall include instructions for reprocessing material after repair and shall specify all Contractor inspections required. The Government will review and concur on all proposed repair procedures. The Contractor shall not consider a new standard or non-standard repair process until all assignable causes of variance or omitted processes (or process steps) have been eliminated and corrected. The Government's review or concurrence of a repair procedure shall not bar the Government's right to reject the material if the Government determines that the repair does not adequately correct the non-conformity to an acceptable level.



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C.1.12.2 Definitions:

- a. Critical Non-conformance: A non-conformity that is; likely to cause a hazardous/unsafe condition for individuals operating/maintaining/transporting the item and/or will likely result in catastrophic failure/damage to the item.
- b. Major Non-conformance: A non-critical non-conformity that is likely to prevent performance of essential mission functions, and/or likely to cause degraded usability of the item for its intended purpose.
- c. Minor Non-conformance: A non-major/critical non-conformity that is NOT likely to cause degraded usability of the item for its intended purpose and/or is a departure from established standards; having minimal effect on: form, fit, function, maintainability, reliability, durability, and performance of the item.
- d. Repair Disposition: Repair is the use of an approved procedure/process designed to reduce, but not completely eliminate the non-conformance and render the materiel fit for use. Government approval is required to accept this disposition.
- e. Rework Disposition: Rework is the reprocessing of non-conforming materiel to make it conform completely to contract requirements.
- f. Use-As-Is Disposition: Use-As-Is is a disposition of materiel with one or more minor non-conformities that have been determined (by MRB) to be usable for its intended purpose in its existing condition. Government approval is required to accept this disposition.

C.1.12.3 In the case of repair and use-as-is MRB dispositions, the Contractor shall submit only minor non-conformities for Government approval. In all cases, the onus is on the Contractor to provide adequate proof the materiel is usable.

C.1.12.4 A Government review of the Contractors MRB process shall be executed before the MRB process can be initiated. At any time during contract execution it is determined that the contractor has submitted unacceptable dispositions or exceeded their authorization, MRB authority may be suspended or the contractor placed on probation. Examples of reasons for suspension or probation are:

- a. Processing of critical or major non-conformities as repair or use-as-is.
- b. Processing minor non-conformities without board member and Government representative signatures.
- c. Inadequate engineering analysis.
- d. Lack of permanent corrective action.
- e. Lack of non-conforming materiel identification and isolation.
- f. Misuse of standard repairs.

If the contractors MRB authority is suspended or the contractor is placed on probation, the contractor shall provide a corrective action, acceptable to the Government, which addresses the causal factors relative to the suspension/probation action.

C.1.12.5 The Contractor shall develop and maintain a data system for recording and analyzing nonconformance information. Typical data captured/analyzed are:

- a. Quantity of nonconforming items
- b. Recurrences (number and type)
- c. Cause determinations
- d. Corrective actions (status and delinquent actions)
- e. Dispositions (number and type)
- f. Costs related to each type of disposition (rework, repair and scrap)

C.2\~\~\~ Configuration Management Requirements:

C.2.1\~ The BAP shall conform to the requirements of Attachment 1, Performance Specification for the Bridge Adapter Pallet.\~

C.2.2\~\~ The Contractor shall furnish a Configuration Management Plan for the BAP per DID DI-CMAN-80858B(T) and CDRL A006.

C.2.2.1\~ The Contractor shall provide the Government full access to drawings and associated lists for the BAP.\~ Drawings may be contractor format per standard commercial practices.\~ These drawings shall be used by the contractor to describe purchased parts and components, to fabricate components and assemblies of the BAP, and to assemble the completed BAP.

C.2.2.2\~\~ Changes to the Contractors fabrication drawings shall be implemented per configuration management procedures established by the configuration management plan.\~ All Engineering Change Proposals (ECP's) and Requests for Deviation (RFD's) shall be approved by the Procuring Contracting Officer (PCO) prior to implementation by the Contractor.\~ The ECP's and RFD's\~shall be prepared per the Contractor's\~approved configuration management plan and the following requirements.

C.2.3\~\~\~ Configuration Baseline and Control:

\~

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C.2.3.1\~ All BAPs delivered under this contract shall be identical in configuration to the approved final configuration used on the last production contract DAAE07-99-D-S007, plus all additional ECPs.

C.2.3.2\~\~ Product Configuration Identification (PCI):\~\~ All drawings and associated documents used to produce the BAPs for First Article Testing, and approved changes resulting from FPUI, shall constitute the approved\~PCI.

C.2.3.2.1\~\~The FPUI BAP\~shall be designated the manufacturing standard.\~ This unit will represent the BAP FAT configuration, and will remain at the place of manufacture.

C.2.3.3\~\~\~Engineering Changes:

C.2.3.3.1\~\~\~All proposed changes to the BAP, after FPUI, shall be reported to the Government per the process in the Configuration Management Plan.\~ No change shall negatively impact performance requirements of Attachment 1.\~\~

C.2.3.3.2\~\~\~If the Contractor desires to incorporate changes into the BAP after FPUI approval is granted, the following procedures for Government notice and approval shall apply.\~ These changes include, but are not limited to, design changes, component changes, changes in source of components, and all changes that affect the Contractor's drawing package for the BAP.

C.2.3.4\~\~\~Class II Engineering Changes - Contractor Requested:

C.2.3.4.1\~\~\~These changes shall be submitted per DID DI-CMAN-80639C(T), CDRL A007.

C.2.3.4.2\~\~\~The Contractor will process these actions on the Standard Engineering Change Form attached to DD Form 1692, and forwarded to the PCO for review and concurrence or non-concurrence of proper classification.

C.2.3.5\~\~\~Class I Engineering Changes - Contractor Requested:

C.2.3.5.1\~\~ Class I Engineering Change per DID DI-CMAN-80639C(T), CDRL A007, and shall only be incorporated by written approval of the PCO.

C.2.3.5.2\~\~\~The change proposal must include sufficient information for Government configuration review, and include an ILS, MANPRINT, SAFETY, and a transportability impact statement.\~ The Government may require additional testing for the proposed change at no additional cost to the Government.

C.2.3.5.4\~\~\~The approved change shall be incorporated by contract modification.\~ In the event the change results in reduced cost to the Contractor, the change may be subject to an equitable reduction in contract price.\~ Cost impact must be fully supported by the contractor, and the Government shall have the right to conduct post-change cost reviews.

C.2.3.5.5\~\~ Configuration changes under this contract shall not relieve the Contractor of the responsibility to conform to the delivery requirements of this contract.\~\~\~\~\~\~\~

C.2.3.6\~\~\~Class I Engineering Changes - Government Directed:

C.2.3.6.1\~\~\~In the event the Government desires a change in the BAP configuration, the PCO will notify the Contractor through a request for technical and price proposal from the Contractor.\~ It is understood that the engineering cost associated with ECP preparation is allowable and allocable to the ECP.

C.2.3.6.2\~\~\~ Copies of\~ECP's shall be submitted in the same manner as Contractor requested Class I Engineering Changes.

C.2.3.7\~\~\~Value Engineering Change Proposals (VECP's).\~ The Contractor shall prepare VECP's in the same manner as Class I ECP's.

C.2.3.8\~\~ The Contractor shall request a block of TACOM ECP numbers by letter to AMSTA-TR-E/PROC.\~ The Contractor shall utilize these numbers on an individual basis as a control identifier for ECP's and related Engineering Release Report (ERR).\~ Once an ECP number is assigned to the first submission of a change proposal, that number shall be retained for all subsequent submissions of that change proposal.\~ The Contractor shall maintain records of where and when each ECP number was used.\~\~\~\~\~\~

C.2.3.8.1\~ The ECP number shall consist of the Contractor's assigned three alpha character symbol and the applicable assigned TACOM ECP five digit alpha/numeric number. C.2.3.9\~\~\~\~\~

Request for Deviation/(RFD):

C.2.3.9.1\~\~\~Definitions:\~\~\~\~\~

DEVIATION:\~ A deviation, which is submitted before commencing production under the contract, is a one-time request for authorization to deviate from a requirement of the Performance Specification.\~ Deviations cover the entire production run under the contract.

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C.2.3.9.2 \~\~When deviations or waivers to the BAP Performance Specification, or any other contract requirements are considered necessary by the Contractor, an r RFD shall be submitted utilizing DD Form 1694 per DID DI-CMAN-80640C(T), CDRL A008.\~ The Government reserved the right to seek adequate consideration for approved RFDs.\~\~Each request shall be annotated by the Contractor to reflect actual production effectivity point by BAP serial/registration number and dates, and then submitted to the PCO.

C.2.3.9.3\~\~ Contractual changes can only be made by the PCO.\~\~\~

C.2.4\~\~ ECP's, VECP's, and RFD's will be submitted by the Contractor, to the Government QAR for review of the classification designated on the configuration action.\~

C.3.1 Integrated Logistics Support (ILS) Program: The Contractor shall conduct an Integrated Logistics Support (ILS) Program as an integral part of the overall Bridge Adapter Pallet (BAP) program.

C.3.1.1 ILS Objectives: The Contractor's ILS program objectives are:  
1) Accurately identify and document all the logistics support resources required to operate and maintain the BAP.  
2) Update the Logistics Support Package to incorporate engineering changes, include updated vendor information and correct errors.

C.3.2. Update of the Logistics Support Package: The Contractor shall update the existing BAP Logistics Support Package to incorporate current vendor/ manufacturer part numbers with CAGE Codes, to document engineering changes, updates in vendor data information and to correct errors.

C.3.3 Logistics Support Products:

C.3.3.1 Technical Manuals:

C.3.3.1.1 Manual Development and Delivery: The Contractor shall mark up (pen and ink changes) and deliver marked up pages to the existing CBT TM 5-5420-234-14 & P. when there are changes to the BAP. This may include operating or maintenance procedures, along with part number, parts manual or illustration updates or changes.  
The Contractor shall provide an initial package of marked up pages within 120 days of contract award and additional markups within 30 days of the actual change to the hardware or vendor data. (CDRL A001)

C.3.3.1.2. Parts Manual: (Repair Parts Special Tools List (RPSTL), The Contractor shall update the BAP RPSTL including updates to, existing Figure, Item Number, the Contractors Part Number and contractors CAGE CODE and Quantity per figure. This information is required to sufficiently identify the parts available and needed to maintain the BAP. This information shall include both the data for the existing BAP and any additional parts changes throughout the life of the contract. The Contractor shall deliver this data as pen and ink changes at the same time as the delivery of marked up pages in para C.3.3.1.1. (CDRL A001)

C.3.3.1.3 Tech Manual Requirement: All technical manual changes delivered under this scope of work shall be free of copyright restrictions for printing and distribution by Army.

C.3.3.2 Parts Provisioning Data:

C.3.3.2.1 Parts Provisioning Data: The Contractor shall perform a comparison of the current BAP parts provisioning documentation with the current vendor and manufacturer information. (CDRL A002). This will include Bombardier Cage, NSN, Bombardier part #, drawing and quantity to correlate to G.T. Machining & Fabricating LTD. Cage, NSN, part # drawing and quantity. These documents are required to validate part number configuration and source of supply, to deter duplication of items currently cataloged in the logistics data base, source data to validate item pricing, to verify Bill of materiel break down of parts are correct for End Item configuration.\~ These documents include but are not limited to:

- a) Component and Piece Part Drawings (Class II Contractor/Vendor drawings as a minimum. Appropriately stamped (Sole Source or Proprietary)
- b) Assembly and Installation drawings that show the relationship of the individual parts and components to the system structure.
- c) Provisioning Technical Documentation (PTD) (Attachment BBBB)

The provisioning data described above shall be submitted to the Government as described in the CDRL (XXXX). Drawings shall have the Commercial and Government Entity/Federal Supply Code for Manufacturers (CAGE/FSCM). This information shall be either vendor typed, stamped or in legible writing with an authorized signature on each drawing.

C.3.3.2.3 Provisioning Conferences: One Provisioning Conference shall be held at USATACOM, Warren MI. within 120 days after contract award. The Government and the Contractor shall review the data described above. The Contractor shall provide any missing data and make any corrections needed and submit all data within 30 days after the conclusion of the conference.

C.3.3.2.7 Delivery of Provisioning Data and Drawings: All provisioning data and drawings shall be delivered as follows: Drawings - one

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copy on CD ROM ;\~Provisioning Parts List (spreadsheet format)- one copy with corrections on CD ROM or submitted via e-mail file (Microsoft compatible).\~

C.3.3.2.8 Repair Parts and Special Tools List (RPSTL): The Contractor shall update the RPSTL with NSN, Contractor CAGE, Contractor part #, and quantity for existing items and any future items resulting from ECPs. All parts regardless of maintenance level are to appear in the RPSTL.

C.3.4 Unique Item Identification (UID): This requirement applies to all end items and components of end items. Unique Identification (UID) is a combination of data elements for an item that is globally unique and unambiguous, to ensure data integrity and data quality throughout life, and to support multi-faceted business applications and users.

Applicable References:

\b7	DFARS 211.274-1
\b7	DFARS 252.211-703
\b7	MIL STD 129P w/Change 1(or latest version) Military Marking for Shipment and Storage
\b7	MIL STD 130L (or latest version) Identification Marking of US Military Property
\b7	EIA Standard 836 Configuration Management Data Exchange and Interoperability
\b7	ANSI/EIA 649 National Consensus Standard for Configuration Management
\b7	ISO/IEC Standard 15418
\b7	EAN/UCC Application Identifiers and ASC MH10 Data Identifiers and Maintenance
\b7	ISO/IEC Standard 15434 Syntax for High Capacity ADC Media

C.3.4.1 Requirements for Unique Item Identification (UID): The Contractor shall mark all end items and all parts identified below.

C.3.4.1.1 Specific parts to be uniquely identified: For the purposes of this effort, only the following specific items will be assigned UID and marked accordingly:

a. BAP End Item Data Plate located next to the End Item Data Plate that includes the manufacturers name, end item part number, and unit serial number.

C.3.4.1.2 Commercial Markings: The Contractor shall ensure that all other items if applicable have acceptable commercial markings that meet the guidelines in Department of Defense Guide to Uniquely Identifying Items. The guidelines may be found at <http://www.acq.osd.mil/uid>.

C.3.4.1.3 Permanency and Legibility: The UID marking and identification plates, tags, or labels when used on equipment, parts, assemblies, subassemblies, units, sets, or groups shall be permanent during the normal life expectancy of the item and be capable of withstanding the environmental test and cleaning procedures specified for the item. Legibility shall be as required for ready readability per MIL-STD-130L or latest version.

C.3.4.1.4 Deleterious Effect: Marking of items shall be accomplished in a manner that will not adversely affect the life and utility of the item. Marking materials creating hazardous conditions shall not be used.

C.3.4.2 UID Coding: UID markings and readability requirements shall comply with MIL-STD-130L or latest version.

C.3.4.2.1 UID Symbology: The human readable characters and the machine readable UID symbology will be marked on the hardware. First priority for UID marking location will be any pre-existing data plate that currently reflects part number, manufacturer, etc.

C.3.4.2.1.1 Marking location: If the technical data has not specified the marking location, markings shall be located such that they are visible during item use, provided that sufficient space is available.

C.3.4.2.2 Serial Numbers: The Contractor shall meet the requirements of MIL-STD-130L or latest version to establish the UID. The contractor shall ensure that the UID is unique for that item throughout the life of that part until disposal and from all other items.

C.3.4.2.3 UID Listing and list maintenance: The Contractor shall maintain an accurate, current list of UIDs for all manufactured items on this contract and deliver the list in accordance with (IAW CDRL deliverable).

C.3.4.3 Government Purchase of Product/Technical Data.

C.3.4.3.1 Specifications: If the Government is procuring equipment specification(s), Depot Maintenance Work Requirement(s) (DMWRs) or National Maintenance Work Requirements (NMWRs) on this contract, such specification(s), DMWRs and NMWRs shall include a requirement to mark all parts, subassemblies, assemblies, modules, units, groups, sets and systems that fit the UID criteria.

C.3.4.3.2 UID Requirements: All efforts required by this SOW, including the preparation of ECPs or notification of marking deficiencies and the actual marking of hardware, will be included in the base contract price.

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C.3.4.4 Interim UID Data Submittals: The Contractor shall use one of the following interim UID submittal methods if the Wide Area Work Flow (WAWF) system is not yet set up to process UID data.

C.3.4.4.1 UID version of the WAWF File Transfer Protocol (FTP) Format: The Contractor shall submit the UID version of the WAWF FTP format. This method requires adherence to the WAWF interface guides. The WAWF FTP method requires access to WAWF. For existing WAWF users, these files would be in addition to the current interface files; using the same user-id but by placing the UID related files into a directory separate from the current production directory.

C.3.4.4.2 X12 Ship Notice/Shipment and Billing Notice (856/857): The X12 submission method requires access to the DEBX; go to <http://ec.ogden.disa.mil/ecip.htm> for access information. A specific Application Receiver Code (GS03) will be identified for the UID submission transactions. These files would be in addition to current WAWF Electronic Data Interchange (EDI) transmissions.

C.3.4.4.3 Produce File in the UID XML Format: Another UID electronic submission method is to produce a file in the UID XML format. The format particulars can be found at <http://www.acq.osd.mil/uid>. Submissions of the file would be to the DEBX that has the ability to communicate via many methods including FTP, HTTPS, email, etc. The DEBX will pass the information on to the UID Registry.

C.3.4.4.4 Manual Entry: The Contractor shall submit manual entries via the UID Web Entry site. Information on getting access to the website and instructions on entering the data will be posted to <http://www.acq.osd.mil/uid> when Quality Assurance testing has been completed.

C.3.4.5\~ Man-Hour of Service:

\~C.3.4.5.1\~ Work Day:\~ The FSR shall work only eight (8) hours per day, excluding travel time, unless authorized by the PCO.\~ A man-hour of service includes any period during which the FSR is delayed or prevented from performing any task only if the delay or non-performance is solely the fault of the Government.

\~C.3.4.6\~ Travel Time:\~ Travel time for initial travel from the Contractor's facility to the work site, for travel between work sites, and for travel back to the Contractor's facility shall be paid in man-hours of service and may be over/above the eight hours allowed per work day.

\~C.3.4.7\~ Lodging:\~ The man-hour rate is exclusive of subsistence, lodging, and incidental expenses incurred by the FSR while performing the services.\~ The Government will pay these expenses to the extent of the per diem rate listed in the Joint Travel Regulation for the job site, with the exception that the Government will pay the FSR 75% of the listed meals and incidental expenses rate for the first and the last travel days.

\~C.3.4.8\~ Transportation:\~ The man-hour rate is exclusive of all transportation costs, which includes airfare and local rental car in/around the job site.\~ The Government will reimburse the FSR for acceptable transportation costs incurred during performance of services under Orders issued in accordance with this Scope of Work.

\~C.3.4.9\~ Saturday/Sunday: When the FSR is on site on a Saturday or Sunday but is not working, the Government will pay only the per diem and local transportation costs.

\~C.3.4.10\~ Holidays:\~ If the FSR is on site on a holiday but is not working, the Government will pay eight (8) man-hours (only for official U.S. holiday(s) that would normally be work day(s) at the FSR's facility), in addition to the actual days worked.\~ The Government is not responsible for vacation, other holidays, and sick leave pay.\~ The Government is only responsible for actual days worked by any qualified FSR.\~ It doesn't matter if the same FSR completes an assignment; however, the Government will reimburse only one (1) complete round-trip from the Contractor's facility.

C.3.4.11\~ Emergency Leave:\~ The Government is not responsible for any emergency leave which the Contractor may grant to the FSR while on assignment.

C.3.4.12\~ Invoices:\~ The Contractor shall forward separate invoices for reimbursement for service (which shall carry certification of the actual man-hour services performed) and for transportation costs incurred (which shall include receipts for all requested reimbursements).\~ The Contractor shall forward these invoices and certifications to the ACO, with a copy furnished to the Contract Specialist, for verification of costs and payment.

C.3.5\~\~ Test Support Parts:\~ The Contractor will support Government test with spare/repair parts as needed.\~ Parts required during test shall be delivered to the test site within 48hrs of notification by the PCO.

C.3.6\~\~ Army Maintenance Management System (AMMS):\~ The Contractor shall prepare and over-pack DA Form 2408-9, Acceptance and Registration Report with each vehicle.\~  
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C.4 BAP Refurbishment:

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C.4.1 Under this contract as many as 38 BAPs may be rebuilt on an actual cost basis. This effort will mirror the rebuilding process used under the previous contract DAAE07-99-D-S007. Each BAP will be restored to operational status, and all approved structural improvements will be added. This effort includes a fixed price inspection, and some standard fixed price upgrades as follows:

- a. Flush hydraulic system, and replace with new oil.
- b. Replace hydraulic hand pump unless already equipped with Simplex SI-P140DF.
- c. Modify rear guide mount brackets with large plate and gussets on both sides.
- d. Change pins and shafts not already plated.
- e. Install improved 75 foot wire rope with safety latch.
- f. Remove BAP ladder and modify tee wrench brackets.
- g. Modify steel rollers for improved IRB fit.
- h. Complete sandblast to bare metal; prime & paint to new production standard.
- i. Test BAP fit & function with bridge bay, truck, and trailers.

C.4.1.1 Other components replaced will be on an as needed basis, and included in the variable cost portion of the rebuild inspection.

\*\*\* END OF NARRATIVE C 0001 \*\*\*

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SECTION D - PACKAGING AND MARKING

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
D-1	52.211-4517 (TACOM)	PACKAGING REQUIREMENTS (COMMERCIAL)	NOV/2005

(a) The preservation, packing, and marking requirements for this contract/order shall be accomplished in accordance with the performance requirements defined herein. The following Packaging requirements shall apply:

LEVEL OF PRESERVATION: Commercial

LEVEL OF PACKING: Commercial

QUANTITY PER UNIT PACKAGE: 1

(1) Packaging: Preservation, packaging, packing, unitization and marking furnished by the supplier shall provide protection for a minimum of one year and meet or exceed the following requirements. It also provides for multiple handling, redistribution and shipment by any mode.

(2) Cleanliness: Items shall be free of dirt and other contaminants which would contribute to the deterioration of the item or which would require cleaning by the customer prior to use. Coatings and preservatives applied to the item for protection are not considered contaminants.

(3) Preservation: Items susceptible to corrosion or deterioration shall be provided protection by means of preservative coatings, volatile corrosion inhibitors, desiccants, waterproof and/or watervaporproof barriers.

(4) Cushioning: Items requiring protection from physical and mechanical damage (e.g. fragile, sensitive, material critical) or which could cause physical damage to other items, shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handling and shipment.

(b) Unit Package: A unit package shall be so designed and constructed that it will contain the contents with no damage to the item(s), and with minimal damage to the unit pack during shipment and storage in the shipping container, and will allow subsequent handling. The outermost component of a unit package shall be a container such as a sealed bag, carton or box. Unit packs shall be designed to conserve weight and cube while retaining the protection required and enhancing standardization.

(c) Unit Package Quantity: Unless otherwise specified, the unit package quantity shall be one each part, set, assembly, kit, etc.

(d) Intermediate Package: Intermediate packaging is required whenever one or more of the following conditions exists:

- (1) The quantity is over one (1) gross of the same national stock number,
- (2) Use enhances handling and inventorying,
- (3) The exterior surfaces of the unit pack is a bag of any type, regardless of size,
- (4) The unit pack is less than 64 cubic inches,
- (5) The weight of the unit pack is under five (5) pounds and no dimension is over twelve (12) inches.

Intermediate containers shall be limited to a maximum of 100 unit packs, a net load of 40 pounds, or a maximum volume of 1.5 cubic feet, whichever occurs first.

(e) Packing:

(1) Unit packages and intermediate packages not meeting the requirements for a shipping container shall be packed in shipping containers. All shipping containers shall be the most cost effective and shall be of minimum cube to contain and protect the items.

(2) Shipping Containers: The shipping container (including any necessary blocking, bracing, cushioning, or waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination at the lowest tariff cost. The shipping container shall be capable of multiple handling, stacking at least ten feet high, and storage under favorable conditions (such as enclosed facilities) for a minimum of one year.

(f) Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall be of a size to allow for placement of two loads high and wide in a conveyance. The weight capacity of the pallet must be adequate for the load. The preferred commercial expendable pallet is a 40 x 48 inch, 4-way entry pallet although variations may be permitted as dictated by the characteristics of the items being unitized. The load shall be contained in a manner that will permit safe handling during shipment and

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storage.

- (g) Marking:
- (1) All unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision P(3), dated 29 Oct. 2004, including bar coding. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract/order or not. Special markings include, but are not limited to, Shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive materiel will not identify the nature of the materiel. NOTE: Passive RFID tagging is required in all contracts that contain DFARS clause 252.211-7006. Contractors must check the solicitation and/or contract for this clause.
- (2) Contractors and vendors shall apply identification and address markings with bar codes in accordance with this standard. For shipments moving to overseas locations and for mobile deployable units, the in-the-clear address must also include the host country geographic address and the APO/FPO address. A Military Shipment Label (MSL) is required for all shipments except contractor to contractor. The MSL will include both linear and 2D bar codes per the standard. DVD shipment documentation must also be marked with additional bar codes. The DD Form 250 or the commercial packing list shall have additional issue/receipt bar coding applied as per Direct Vendor Delivery Shipments in the standard (except for deliveries to DLA Distribution Depots, e.g. New Cumberland, San Joaquin, Red River, Anniston). Packing lists are required in accordance with the Standard, see paragraph 5.3.
- (3) Contractor to contractor shipments shall have the address markings applied to the identification marked side of the exterior shipping container or to the unitized load markings. The following shall be marked "FROM: name and address of consignor and TO: name and address of consignee."
- (4) Commercial software may be used to generate a Military Shipment Label / Issue Receipt Document (MSL/IRRD) including the required Code 39 and 2D (PDF417) bar codes. However, the commercial software must produce labels/documents which comply with the requirements of MIL-STD-129P. Contractors shall insure that the ship to and mark for in-the-clear delivery address is complete including: consignees name, organization, department name, office, building, room, street address, city, state, country code, and DODAAC. (Army developed software, for creating MSL/IRRD previously available to those with government contracts is no longer supported.)
- (h) Hazardous Materials (As applicable):
- (1) Hazardous Materials is defined as a substance or waste which has been determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and which has been so designated. (This includes all items listed as hazardous in Titles 29, 40 and 49 CFR and other applicable modal regulations effective at the time of shipment.)
- (2) Packaging and marking for hazardous material shall comply with the requirements herein for the mode of transport and the applicable performance packaging contained in the following documents:
- International Air Transport Association (IATA) Dangerous Goods Regulations
  - International Maritime Dangerous Goods Code (IMDG)
  - Code of Federal Regulations (CFR) Title 29, Title 40 and Title 49
  - Joint Service Regulation AFJMAN24-204/TM38-250/NAVSUPPUB 505/MCO P4030.19/DLAM 4145.3 (for military air shipments).
- (3) If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations Recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers.
- (4) A Product Material Safety Data Sheets (MSDS) is required to be included with every unit pack and intermediate container and shall be included with the packing list inside the sealed pouch attached to the outside of the package.
- (i) Heat Treatment and Marking of Wood Packaging Materials: Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. All non-manufactured wood used in packaging shall be heat treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall be affiliated with an inspection agency accredited by the board of review of the American Lumber Standard Committee. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure traceability to the original source of heat treatment. Marking. Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens; on two sides of the pallet. Foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organization's compliance program. In addition, wood used as dunnage for blocking and bracing shall be ordered with ALSC certified marking for dunnage or the markings may be applied locally at two foot intervals.
- (j) Quality Assurance: The contractor is responsible for establishing a quality system. Full consideration to examinations, inspections, and tests will be given to ensure the acceptability of the commercial package.



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(k) SUPPLEMENTAL INSTRUCTIONS: None

[End of Clause]

D-2                      252.211-7006                      RADIO FREQUENCY IDENTIFICATION (reflects DoD Class Deviation 2006-00003)                      MAY/2006

Note: This clause requires contractors to affix passive (as defined in the clause) RFID tags at the case and palletized unit load level when shipping parts to the depots shown in paragraph b(1)(ii) below. "New Cumberland" is a part of Susquehanna. Shipments to New Cumberland require RFID tagging where the DoDAAC is either W25G1U or SW3124. Procurement Technical Assistance Centers (PTACs) <http://www.dla.mil/db/procurem.htm> can assist contractors with this RFID requirement. Check with one in your region.

(a) Definitions. As used in this clause

Advance shipment notice means an electronic notification used to list the contents of a shipment of goods as well as additional information relating to the shipment, such as order information, product description, physical characteristics, type of packaging, marking, carrier information, and configuration of goods within the transportation equipment.

Bulk commodities means the following commodities, when shipped in rail tank cars, tanker trucks, trailers, other bulk wheeled conveyances, or pipelines:

- (1) Sand.
- (2) Gravel.
- (3) Bulk liquids (water, chemicals, or petroleum products).
- (4) Ready-mix concrete or similar construction materials.
- (5) Coal or combustibles such as firewood.
- (6) Agricultural products such as seeds, grains, or animal feed.

Case means either a MIL-STD-129 defined exterior container within a palletized unit load or a MIL-STD-129 defined individual shipping container.

Electronic Product Code\99 (EPC) means an identification scheme for universally identifying physical objects via RFID tags and other means. The standardized EPC data consists of an EPC (or EPC identifier) that uniquely identifies an individual object, as well as an optional filter value when judged to be necessary to enable effective and efficient reading of the EPC tags. In addition to this standardized data, certain classes of EPC tags will allow user-defined data. The EPC tag data standards will define the length and position of this data, without defining its content.

EPCglobal\99 means a joint venture between EAN International and the Uniform Code Council to establish and support the EPC network as the global standard for immediate, automatic, and accurate identification of any item in the supply chain of any company, in any industry, anywhere in the world.

Exterior container means a MIL-STD-129 defined container, bundle, or assembly that is sufficient by reason of material, design, and construction to protect unit packs and intermediate containers and their contents during shipment and storage. It can be a unit pack or a container with a combination of unit packs or intermediate containers. An exterior container may or may not be used as a shipping container.

Palletized unit load means a MIL-STD-129 defined quantity of items, packed or unpacked, arranged on a pallet in a specified manner and secured, strapped, or fastened on the pallet so that the whole palletized load is handled as a single unit. A palletized or skidded load is not considered to be a shipping container. A loaded 463L System pallet is not considered to be a palletized unit load. Refer to the Defense Transportation Regulation, DoD 4500.9-R, Part II, Chapter 203, for marking of 463L System pallets.

Passive RFID tag means a tag that reflects energy from the reader/interrogator or that receives and temporarily stores a small amount of energy from the reader/interrogator signal in order to generate the tag response.

(1) Until February 27, 2007, the acceptable tags are

- (i) EPC Class 0 passive RFID tags that meet the EPCglobal Class 0 specification; and

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(ii) EPC Class 1 passive RFID tags that meet the EPCglobal Class 1 specification. This includes both the Generation 1 and Generation 2 Class 1 specifications.

(2) Beginning March 1, 2007, the only acceptable tags are EPC Class 1 passive RFID tags that meet the EPCglobal Class 1 Generation 2 specification. Class 0 and Class 1 Generation 1 tags will no longer be accepted after February 28, 2007.

Radio Frequency Identification (RFID) means an automatic identification and data capture technology comprising one or more reader/interrogators and one or more radio frequency transponders in which data transfer is achieved by means of suitably modulated inductive or radiating electromagnetic carriers.

Shipping container means a MIL-STD-129 defined exterior container that meets carrier regulations and is of sufficient strength, by reason of material, design, and construction, to be shipped safely without further packing (e.g., wooden boxes or crates, fiber and metal drums, and corrugated and solid fiberboard boxes).

(b)

(1) Except as provided in paragraph (b)(2) of this clause, the Contractor shall affix passive RFID tags, at the case and palletized unit load packaging levels, for shipments of items that

(i) Are in any of the following classes of supply, as defined in DoD 4140.1-R, DoD Supply Chain Materiel Management Regulation, AP1.1.11:

- (A) Subclass of Class I   Packaged operational rations.
- (B) Class II   Clothing, individual equipment, tentage, organizational tool kits, hand tools, and administrative and housekeeping supplies and equipment.
- (C) Class IIIP   Packaged petroleum, lubricants, oils, preservatives, chemicals, and additives.
- (D) Class IV   Construction and barrier materials.
- (E) Class VI   Personal demand items (non-military sales items).
- (F) Subclass of Class VIII   Medical materials (excluding pharmaceuticals, biologicals, and reagents).
- (G) Class IX   Repair parts and components including kits, assemblies and subassemblies, reparable and consumable items required for maintenance support of all equipment, excluding medical-peculiar repair parts; and

(ii) Are being shipped to any of the following locations:

- (A) Defense Distribution Depot, Susquehanna, PA: DoDAAC W25G1U or SW3124.
- (B) Defense Distribution Depot, San Joaquin, CA: DoDAAC W62G2T or SW3224.
- (C) Defense Distribution Depot, Albany, GA: DoDAAC SW3121.
- (D) Defense Distribution Depot, Anniston, AL: DoDAAC W31G1Z or SW3120.
- (E) Defense Distribution Depot, Barstow, CA: DoDAAC SW3215.
- (F) Defense Distribution Depot, Cherry Point, NC: DoDAAC SW3113.
- (G) Defense Distribution Depot, Columbus, OH: DoDAAC SW0700.
- (H) Defense Distribution Depot, Corpus Christi, TX: DoDAAC W45H08 or SW3222.
- (I) Defense Distribution Depot, Hill, UT: DoDAAC SW3210.
- (J) Defense Distribution Depot, Jacksonville, FL: DoDAAC SW3122.
- (K) Defense Distribution Depot, Oklahoma City, OK: DoDAAC SW3211.
- (L) Defense Distribution Depot, Norfolk, VA: DoDAAC SW3117.

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- (M) Defense Distribution Depot, Puget Sound, WA: DoDAAC SW3216.
- (N) Defense Distribution Depot, Red River, TX: DoDAAC W45G19 or SW3227.
- (O) Defense Distribution Depot, Richmond, VA: DoDAAC SW0400.
- (P) Defense Distribution Depot, San Diego, CA: DoDAAC SW3218.
- (Q) Defense Distribution Depot, Tobyhanna, PA: DoDAAC W25G1W or SW3114.
- (R) Defense Distribution Depot, Warner Robins, GA: DoDAAC SW3119.
- (S) Air Mobility Command Terminal, Charleston Air Force Base, Charleston, SC: Air Terminal Identifier Code CHS.
- (T) Air Mobility Command Terminal, Naval Air Station, Norfolk, VA: Air Terminal Identifier Code NGU.
- (U) Air Mobility Command Terminal, Travis Air Force Base, Fairfield, CA: Air Terminal Identifier Code SUU.

(2) Bulk commodities are excluded from the requirements of paragraph (b)(1) of this clause.

(c) The Contractor shall ensure that

(1) The data encoded on each passive RFID tag are unique (i.e., the binary number is never repeated on any and all contracts) and conforms to the requirements in paragraph (d) of this clause;

(2) Each passive tag is readable; and

(3) The passive tag is affixed at the appropriate location on the specific level of packaging, in accordance with MIL-STD-129 (Section 4.9.2) tag placement specifications.

(d) Data syntax and standards. The Contractor shall encode an approved RFID tag using the instructions provided in the most recent EPC\ '99 Tag Data Standards document, available at [http://www.epcglobalinc.org/standards\\_technology/specifications.html](http://www.epcglobalinc.org/standards_technology/specifications.html).

(1) If the Contractor is an EPCglobal\ '99 subscriber and possesses a unique EPC\ '99 company prefix, the Contractor may use any of the identity types and encoding instructions described in the most recent EPC\ '99 Tag Data Standards document to encode tags.

(2) If the Contractor chooses to employ the DoD Identity Type, the Contractor shall use its previously assigned Commercial and Government Entity (CAGE) Code and shall encode the tags in accordance with the tag identity type details located at [http://www.acq.osd.mil/log/rfid/tag\\_data.htm](http://www.acq.osd.mil/log/rfid/tag_data.htm). If the Contractor uses a third party packaging house to encode its tags, the CAGE code of the third party packaging house is acceptable.

(3) Regardless of the selected encoding scheme, the Contractor is responsible for ensuring that each tag contains a globally unique identifier.

(e) Receiving report. The Contractor shall electronically submit advance shipment notice(s) with the RFID tag identification (specified in paragraph (d) of this clause) in advance of the shipment in accordance with the procedures at [http://www.acq.osd.mil/log/rfid/advance\\_shipment\\_ntc.htm](http://www.acq.osd.mil/log/rfid/advance_shipment_ntc.htm).

[End of Clause]

D-3 The Bridge Adapter Pallet (BAP) shall be preserved, packaged, and packed in accordance with the approved Equipment Preservation Data Sheet (EPDS). Copies of the approved EPDS can be obtained from TACOM, AMSTA-TR-E-HTV, or by calling John Nelson at 586-574-5880.

D-4 MARKING

Each BAP shall be marked for delivery in accordance with ASTM D3951 for shipment to the Department of Defense.

\*\*\* END OF NARRATIVE D 0001 \*\*\*

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SECTION E - INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG/1996
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-3	52.246-4025 (TACOM)	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT--TACOM QUALITY SYSTEM REQUIREMENT	MAY/2005

(a) As the contractor, you shall implement and maintain a quality system that ensures the functional and physical conformity of all products or services you furnish under this contract. Your quality system shall achieve (i) defect prevention and (ii) process control, providing adequate quality controls throughout all areas of contract performance.

(b) Your quality system under this contract shall be in accordance with the quality system indicated by an X below:

- [    ] ISO 9001:2000 (tailored: delete paragraph 7.3) or comparable quality system
- [ X ] ISO 9001:2000 (untailored) or comparable quality system
- [    ] ISO 9001:2000 (tailored: delete paragraphs -1-) or comparable quality system

If you intend to use a system comparable to ISO 9001:2000, please identify your quality system below. You may use an in-house quality system, or one based on a commercial, military, national, or international system.

In addition to identifying your proposed system in the space above, you must attach a description of this system to your offer in response to the solicitation, so that we can assess its suitability. If you receive a contract award, your proposed system will be required by the contract.)

(c) Certification of compliance or registration of the quality system you identify above, by an independent standards organization or auditor does not need to be furnished to us under this contract. However, you may attach a copy of such certification with your offer in response to the solicitation, as proof of system compliance.

(d) At any point during contract performance, we have the right to review your quality system to assess its effectiveness in meeting contractual requirements.

[End of Clause]

E-4	52.211-4029 (TACOM)	INTERCHANGEABILITY OF COMPONENTS	MAY/1994
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(a) DESIGN CHANGES TO ITEMS NOT UNDER GOV'T DESIGN CONTROL. Once the Government accepts the first production test item, or accepts the first end item you deliver, (whichever comes first) you must not make design changes to any item or part that is not under Government design control.

(b) WHEN THE POLICY CAN BE WAIVED. The Procuring Contracting Officer (PCO) will consider waiving this policy at your request. If your request reaches the CO after the first production item test has been performed, then we may conduct another first production test at your expense.

(c) PRODUCTION OR DELIVERY DELAYS. Any production or delivery delays caused by this retesting will not be the basis for:

- (1) an "excusable delay" as defined in the DEFAULT clause of this contract.
- (2) be the basis for an increase in contract price or delivery schedule extension.

[End of clause]

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E-5	52.246-4008	FINAL INSPECTION RECORD (FIR) (TACOM)	APR/2000
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(a) The Contractor shall prepare a Final Inspection Record (FIR) in his/her own format for each vehicle under the contract. The FIR should be organized so as to be compatible with assemblies, installation, and end item performance and acceptance. The FIR shall contain all examinations and tests that are performed on a single unit during its manufacture and final inspection. The FIR shall list each vehicle characteristic or function to be inspected from the vehicle specification. As a minimum, the FIR shall have blocks for the contractor's inspector's initials indicating that each characteristic or function was inspected and either accepted or rejected, and another block for reinspection and acceptance of any rejected characteristic or function. Final review and acceptability shall be indicated by a signature block containing the full name and title of the company official rendering approval. The FIR shall be updated to reflect all engineering and/or manufacturing changes that impact the FIR, during the entire contract period. The contractor shall submit the completed and certified copy of the FIR to the Government Inspector with each item inspected and offered for acceptance by the Government.

(b) Deficiencies disclosed during inspection by the contractor shall be described in writing and included as part of the FIR.

(c) If the contractor determines that the FIR is not appropriate for final inspection of the end item, for any reason, s/he must obtain written approval from the contracting officer prior to employing any other form for this purpose.

[End of Clause]

- E.1. 52.246-2 INSPECTION OF SUPPLIESFIXEDPRICE      AUG/1996
- E.2. 52.246-16 RESPONSIBILITY FOR SUPPLIES      APR/1984
- E.3. 52.246-4025(TACOM) HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT--TACOM QUALITY SYSTEM REQUIREMENT (MAY 2005)

(a) As the Contractor, you shall implement and maintain a quality system that ensures the functional and physical conformity of all products or services you furnish under this contract. Your quality system shall achieve (i) defect prevention and (ii) process control, providing adequate quality controls throughout all areas of contract performance.

(b) Your quality system under this contract shall be in accordance with the quality system indicated by an X below:

- [ ] ISO 9001:2000 (tailored: delete paragraph 7.3) or comparable quality system
- [X] ISO 9001:2000 (untailored) or comparable quality system
- [ ] ISO 9001:2000 (tailored: delete paragraphs -1-) or comparable quality system

If you intend to use a system comparable to ISO 9001:2000, please identify your quality system below. You may use an in-house quality system, or one based on a commercial, military, national, or international system.

In addition to identifying your proposed system in the space above, you must attach a description of this system to your offer in response to the solicitation, so that we can assess its suitability. If you receive a contract award, your proposed system will be required by the contract.)

(c) Certification of compliance or registration of the quality system you identify above, by an independent standards organization or auditor does not need to be furnished to us under this contract. However, you may attach a copy of such certification with your offer in response to the solicitation, as proof of system compliance.

(d) At any point during contract performance, we have the right to review your quality system to assess its effectiveness in meeting contractual requirements.

- E.4. 52.246-4028 (TACOM) INSPECTION POINT: ORIGIN (NOV 2005)

The Government's inspection and acceptance of the supplies offered under this contract/purchase order shall take place at ORIGIN. Offeror must specify below the exact name, address, and CAGE of the facility where supplies to be furnished under this contract/purchase order will be available for inspection/acceptance.

INSPECTION POINT: \_\_\_\_GT Machining & Fabricating Ltd\_\_\_\_3AR59\_\_\_\_\_  
(Name) (CAGE)

**Name of Offeror or Contractor:** CANADIAN COMMERCIAL CORPORATION

(Address)                      (City)                      (State)                      (Zip)

ACCEPTANCE POINT: GT Machining & Fabricating Ltd 3AR59  
(Name) (CAGE)

\_7 Kelwood Cres., Napanee, Ontario\_\_Canada K7R 3M3\_\_\_\_  
 (Address) (City) (State) (Zip)

E.5. 52.246-4008 (TACOM) FINAL INSPECTION RECORD (FIR) (APR 2000)

(a) \\*( )The Contractor shall prepare a Final Inspection Record (FIR) in his/her own format for end item under the contract. The FIR should be organized so as to be compatible with assemblies, installation, and end item performance and acceptance. The FIR shall contain all examinations and tests that are performed on a single end item during its manufacture and final inspection. The FIR shall list each end item characteristic or function to be inspected from the end item specification. As a minimum, the FIR shall have blocks for the contractor's inspector's initials indicating that each characteristic or function was inspected and either accepted or rejected, and another block for reinspection and acceptance of any rejected characteristic or function. Final review and acceptability shall be indicated by a signature block containing the full name and title of the company official rendering approval. The FIR shall be updated to reflect all engineering and/or manufacturing changes that impact the FIR, during the entire contract period. The Contractor shall submit the completed and certified copy of the FIR to the Government Inspector with each item inspected and offered for acceptance by the Government.

(b) Deficiencies disclosed during inspection by the Contractor shall be described in writing and included as part of the FIR. If the Contractor determines that the FIR is not appropriate for final inspection of the end item, for any reason, s/he must obtain written approval from the contracting officer prior to employing any other form for this purpose.

E.6. 52.211-4030 (TACOM) BASIC APPLICATION AND TESTING REQUIREMENTS FOR CHEMICAL AGENT RESISTANT COATINGS (CARC) ON METALLIC SURFACES (DEC 2005)

(a) Scope: The requirements contained herein apply whenever any CARC topcoats and primers as specified in MIL-DTL-53072 are cited in the contract.

(b) CARC Primers: Select Army Research Laboratories (ARL) approved powder coat primers can also be used as a replacement for liquid primers such as MIL-P-53022 and MIL-P-53030 primers. Any part that has rust, mill scale, or any other surface contamination must be cleaned prior to the application of any coating IAW TT-C-490.

(c) End-Item Inspection. After the complete paint finish has been applied and cured\* (see note below), the Contractor shall test and inspect two units per lot for (i) workmanship, (ii) total paint film thickness, and (iii) paint adhesion. Unless otherwise agreed to between the Contractor and the Government quality assurance representative, a lot shall be defined as all units submitted for final Government acceptance at one time. The use of test panels in lieu of actual production units is prohibited. At final inspection, the cumulative total paint film thickness of pretreatment, primer, and topcoat shall be the sum of the minimum and maximum thicknesses for individual elements of the paint finish as specified in MIL-DTL-53072. The specific number of test locations shall be agreed to by the Government quality assurance representative in advance. In addition, two locations on each sample unit shall be selected to conduct the scribe tape test. The test locations shall be routinely varied among the following:

- (1) Directly adjacent to a weld.
- (2) On or directly adjacent to a machine cut or sheared edge.
- (3) On any mechanically formed surface when lubricants/drawing compounds were used.
- (4) On paint touch-up areas.

The precise location for each scribe tape shall be in an inconspicuous location that has been accepted by the Government quality assurance representative before the test is conducted. Upon completion of the scribe tape test, the scribe marks shall be feathered into the adjacent area and touched up with the required topcoat so that the tested area conforms to the requirements total DFT specified in MIL-DTL-53072.

\*NOTE: The complete paint finish is defined as the pretreatment, primer, and topcoat applied to the substrate. Curing of the complete paint finish is dependent upon temperature, humidity, and paint film thickness. The time necessary to achieve sufficient adhesion to pass the scribe tape test must be determined by each facility. For purposes of this test, curing at ambient temperature will take 24 days. To accelerate the curing for purposes of product acceptance, the following procedure may be followed: Cure at 190 to 210 degrees Fahrenheit for three hours (this is time at temperature and is therefore material thickness dependent), followed by 7 days at 65 degrees F minimum.

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(d) Test Methods:

(1) The gage shall be capable of being calibrated. If no other calibration specification or requirement is identified elsewhere in this contract, then the gage shall be calibrated in accordance with ISO 10012.

(2) Scribe Tape Test. Shall be IAW ASTM D 3359 Method B, six (6) cut pattern.

(e) Acceptance Criteria:

(1) Film Thickness. All applicable surfaces shall have complete paint coverage. A minimum of 95% of the surfaces shall meet the minimum and maximum, cumulative dry film thickness requirements. Failure of this test shall result in rejection of the production lot that it represents.

(2) Scribe Tape Test (Adhesion). The removal of two or more complete squares of top coat, or top coat-primer-pretreatment combination constitutes failure and the production lot is rejected. Removal of overspray does not constitute test failure.

E.7. 52.211-4016 (TACOM) CARC PAINT-PRETREATMENT REQUIREMENTS FOR FERROUS, GALVANIZED AND ALUMINUM SURFACES (DEC 2005)

(a) Ferrous and galvanized surfaces shall be cleaned and pretreated with a Type 1, zinc phosphate system per TT-C-490. Alternate pretreatment systems for ferrous substances must meet the performance tests specified in paragraphs 3.5.7, 3.5.8, 4.2.7, and 4.2.8 of TT-C-490.

Corrosion resistance tests on steel substrates will be conducted on a monthly basis using two test coupons. This test frequency shall begin once the process has been found to be in statistical control.

Unless otherwise specified, MIL-P-53022 and -53030 primers on steel substrates shall be salt spray tested for 336 hours (ASTM B117). All electrocoat primers on steel substrates shall be tested for 1000 hours. Test coupons shall be scraped at a 30 degree contact angle (approximate), with a one inch (approximate) metal blade such as a putty knife, between 24 and 168 hours after removal from the neutral salt spray cabinet for coupon evaluation. All TT-C-490E (Type I) zinc phosphate pretreatment systems must be documented and approved by the procuring activity prior to use. The procedure containing all the elements specified in paragraph 3.2 of TT-C-490 shall be available for review at the applicator's facility.

The Contractor shall notify the procuring activity no less than 45 days prior to start of pretreatment and painting that the procedure is available for review and approval. Qualification will consist of verification that the process with its controls can meet the performance requirements in the specification.

Re-qualification of the process shall be required if the process is changed outside the limits defined in the TACOM letter of system approval provided to the application facility.

\*Note: Zinc phosphate systems for galvanized surfaces require different controls than those for steel. Hot dipped galvanized surfaces are highly prone to chloride contamination from the galvanizing flux process. This contaminant must be removed prior to pretreatment for the coating system to pass these performance tests. The test coupons must duplicate the production painting process as closely as possible. If production is force cured, test coupons shall be cured in an identical manner.

(b) Qualification and control of pretreatment systems for galvanized substrates shall be performed using Accelerated Corrosion Test protocol contained in GM 9540P rather than salt spray. Test coupons with pretreatment and primer only shall be cured for seven days, and then scribed through the primer to the substrate. After 40 cycles of test exposure, the test coupons shall be scraped at a 30 degree contact angle (approximate), with a one inch (approximate) metal blade such as a putty knife, both parallel and perpendicular to the scribe after removal from the test chamber for coupon evaluation. There shall be no more than 3 mm of corrosion, blistering, or loss of paint adhesion from the scribe line and no more than 5 blisters in the field with none greater than 1 mm diameter. This test shall be performed at three month intervals (two test coupons) to ensure that the process remains in control.

(c) Aluminum substrates require a chromate conversion coating per MIL-C-5541E (or alternate, see note below). If any other alternate pretreatment is considered, it must pass 120 cycles of GM9540P with a design of experiments test matrix approved by the procuring activity. After completion of the cyclic salt environment exposure, the panels shall be scraped as described above, and shall have no more than 0.5 mm paint loss (creep-back) from the scribe. In addition, there shall be no more than 5 blisters in the field with none larger than 1mm diameter. After completion of the 120 cycle corrosion resistance test evaluation, each test panel will be subjected to cross hatch tape test (ASTM D3359, method b 6 cut pattern. minimum tape adhesion rating of 45 oz. per inch of width) and shall be done no closer than 12 mm from any panel edge or the scribe. The removal of two or more complete squares of primer shall constitute failure. Any alternate system must demonstrate its ability to pass both corrosion and adhesion tests on 5 consecutive days of production to be considered acceptable.

For information purposes:

\*Note: The only alternative products which have demonstrated their ability to meet these requirements for 5000 and 6000 series aluminum alloys are Alodine 5200 and Alodine 5700. Documented process controls shall be established which comply with the manufacturer's

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technical bulletin. Spray-to-waste systems will require fewer process controls than an immersion process.

(d) The use of TT-C-490E Type III: Vinyl Wash Primer (DOD-P-15328) has hexavalent chromium content and high VOC level. Bonderite 7400 is an approved, environmentally friendly alternative for wash primer. The application and control process shall be documented. This product is subject to the same salt spray requirements as a zinc phosphated product. The number of process controls for this product is dependent upon its method of application. The specific controls shall be in agreement with the product manufacturer's technical bulletin to provide the level of performance required for zinc phosphated substrates. Spray-to-waste applications will require fewer process controls than an immersion process.

(e) Acceptance of production painted parts is contingent upon the painted surface meeting the dry film thickness and cross hatch adhesion requirements. The CARC painted surface shall be free of any blisters, pores or coverage voids.

E.8. 52.246-4041 (TACOM) (Tailored) FIRST PRODUCTION UNIT INSPECTION (APR 2000)

a. First Production Unit Inspection (FPUI): At least 20 calendar days prior to submission of the First Production Unit for inspection, you shall notify the Administrative Contracting Officer, Procuring Contracting Officer, and the Product Quality Manager of the time and location of the inspection so we may witness and participate in the inspection. You shall make available to us any record of inspections and tests which have previously been conducted on the FPUI units and their components.

b. FPUI Report: You shall document the results of the FPUI test in your own format. The results of the FPUI test shall be in sufficient detail for separate formulation of conclusions by interested parties not witnessing the test/inspection. You shall address deficiencies discovered and corrective actions taken.

c. FPUI Re-Inspection: If we reject the FPUI, you may be required at our option to repeat any or all of the FPUI. After notification of the additional inspection, you shall make any necessary changes, modifications, or repairs to the First Production Unit. We have the option to select another production unit for FPUI in lieu of the original production unit. Upon completion of additional inspection(s), you shall again document the test results.

d. End item Restoration: Upon completion of testing such as Shakedown Test, Product Verification Test and/or Follow-on Production Test, you shall restore these end items to a like new condition.

E.9. 52.246-4048 (TACOM) DRAWINGS FOR INSPECTION (NOV 1982)

The Contractor shall make available to the Government Inspector, at the time of production inspection, legible drawings and printed specifications to which the product was manufactured. These drawings and specifications shall be annotated as to the latest revision incorporated therein. Upon completion of product inspection and acceptance by the Government Inspector, all drawings and specifications will be returned to the Contractor.

\*\*\* END OF NARRATIVE E 0001 \*\*\*



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SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.211-17	DELIVERY OF EXCESS QUANTITIES	SEP/1989
F-2	52.242-15	STOP-WORK ORDER	AUG/1989
F-3	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-4	52.247-29	F.O.B. ORIGIN	FEB/2006
F-5	52.247-52	CLEARANCE AND DOCUMENTATION REQUIREMENTS--SHIPMENTS TO DOD AIR OR WATER TERMINAL TRANSSHIPMENT POINTS	APR/1984
F-6	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
F-7	52.247-59	F.O.B. ORIGIN--CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
F-8	52.242-4457 (TACOM)	DELIVERY SCHEDULE FOR DELIVERY ORDERS	SEP/2006

(a) Offers that propose a delivery schedule that will not clearly fall within the applicable required delivery schedule specified below MAY BE CONSIDERED NONRESPONSIVE AND NOT ELIGIBLE FOR AWARD. If you believe that the delivery schedule or monthly maximum quantity is unrealistic, contact the buyer listed on the cover sheet of this solicitation at least 14 days prior to solicitation closing date.

(b) DEFINITIONS:

(1) DAYS means the number of days after the date of contract award when you must deliver the stated quantity (QTY) of supplies.

(2) DELIVERY is defined as follows:

FOB Origin - Contractor is required to deliver its shipment as provided in FAR 52.247-29(a)(1)-(4) by the time specified in the individual contract; or

FOB Destination - Contractor is required to deliver its shipment as provided in FAR 52.247-34(a)(1)-(2) by the time specified in the individual contract. The contractor must take into consideration the length of time necessary to deliver its shipment to the destination designated in the contract, to ensure that the item reaches its destination by the time reflected in the contract.

(c) The Government requires deliveries according to the following schedule on all orders:

- (1) GOVERNMENT REQUIRED DELIVERY SCHEDULE:
- (i) If FAT is required, start deliveries -1- days after the delivery order date; or
  - (ii) If FAT is not required or FAT is waived, start deliveries 120 days after delivery order date.
  - (iii) You will deliver an average of 9 units every thirty days.
  - (iv) You can deliver more than the maximum number of units every thirty days at no additional cost to the government.

(d) If the offeror does not propose an accelerated delivery schedule, the required delivery schedule above will apply. If you wish to propose an accelerated delivery schedule at no additional cost, fill in the appropriate information here:

- (1) CONTRACTOR PROPOSED ACCELERATED DELIVERY SCHEDULE:
- (i) If FAT is required, deliveries will start \_\_\_\_ days after the delivery order date; or
  - (ii) If FAT is not required or FAT is waived, deliveries will start \_\_\_\_ days after delivery order date.
  - (iii) We will deliver a maximum of \_\_\_\_ units every thirty days.
- (e) You can accelerate delivery after contract award at no additional cost to the government.

[End of Clause]

F-9	52.247-65	F.O.B. ORIGIN--PREPAID FREIGHT--SMALL PACKAGE SHIPMENTS	JAN/1991
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(a) When authorized by the Contracting Officer, f.o.b. origin freight shipments which do not have a security classification shall move on prepaid commercial bills of lading or other shipping documents to domestic destinations, including air and water terminals.

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Weight of individual shipments shall be governed by carrier restrictions but shall not exceed 150 pounds by any form of commercial air or 1,000 pounds by other commercial carriers. The Government will reimburse the Contractor for reasonable freight charges.

(b) The Contractor shall annotate the commercial bill of lading as required by the clause of this contract entitled Commercial Bill of Lading Notations.

(c) The Contractor shall consolidate prepaid shipments in accordance with procedures established by the cognizant transportation office. The Contractor is authorized to combine Government prepaid shipments with the Contractor's commercial shipments for delivery to one or more consignees and the Government will reimburse its pro rata share of the total freight costs. The Contractor shall provide a copy of the commercial bill of lading promptly to each consignee. Quantities shall not be divided into mailable lots for the purpose of avoiding movement by other modes of transportation.

(d) Transportation charges will be billed as a separate item on the invoice for each shipment made. A copy of the pertinent bill of lading, shipment receipt, or freight bill shall accompany the invoice unless otherwise specified in the contract.

(e) Loss and damage claims will be processed by the Government.

[End of Clause]

F-10	52.247-4005 (TACOM)	SHIPMENT OF SUPPLIES AND DETENTION OF CARRIERS EQUIPMENT	AUG/2003
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- (a) Unless otherwise directed, shipment items under this contract in following order of priority:
- (1) Government/Commercial Bill(s) of Lading or US Postal Services;
  - (2) Prepaid Commercial Bill(s) of Lading with transportation charges entered as a separate item on the invoice; or
  - (3) As otherwise instructed when the contract prohibits use of Government funds for transportation costs.

- (b) The Contractor will request:
- (1) Government Bills of Lading and
  - (2) Routing and other instructions, including Defense Transportation Regulation (DTR), DOD Regulation 4500.9-R-Part 2 Cargo Movement, as to the methods of shipment to be followed by the Contractor, or

(c) The Contractor and subcontractor(s) must allow prompt and convenient access of carrier's equipment to loading docks or platforms where the contract items supplies will be loaded. Any charges for detention of carrier's equipment shall be for the account of the Contractor, except when the detention is required or caused by the Government.

[End of Clause]

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SECTION G - CONTRACT ADMINISTRATION DATA

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
G-1	252.204-7006	BILLING INSTRUCTIONS	OCT/2005

When submitting a request for payment, the Contractor shall--

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment request.

[End of Clause]

G-2	52.204-4011 (TACOM)	PAYMENT INSTRUCTIONS FOR THE DEFENSE FINANCE AND ACCOUNTING SERVICE (DFAS)	OCT/2005
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In accordance with DFARS PGI 204.7108, the contract shall be paid in accordance with DFARS PGI 204.7108(d)(5), line item specific by cancellation date.

[End of Clause]

G.4 PERFORMANCE BASED PAYMENTS - Applicable only to production CLINs. PBPs shall not apply to kits, services or any other non-production item.

G.4.1 Scope

This contract provides Government financing to the Contractor in the form of Performance Based Payments (PBPs). This provision identifies the payment events and success criteria necessary to make payments in accordance with the provisions of FAR 32.10, Performance Based Payments, and FAR Clause 52.232-32, Performance Based Payments.

G.4.2 Policy

PBP is a financing tool, not partial or final acceptance of a contract deliverable item. The Contractors entitlement to a financing payment is based on event accomplishment as referenced in subparagraph G.4.7 Performance Based Payments Events and Success Criteria and attached PBP matrix. As such, any PBPs that are not liquidated must, in the event of termination, be repaid. Approving or allowing the use of PBPs doe not constitute Government acceptance of the item or otherwise compromise the Governments financial or other interests.

This contract does not allow the mixing of PBPs with any other type of contract financing. FAR Part 32.1003 does not allow for mixing of PBPs with other types of contract financing except in those circumstances where advance payments or guaranteed loans are authorized in accordance with FAR 32.4 or FAR 32.3, respectively. In no event, however, shall PBPs be used in conjunction with other financing techniques for the same CLIN. Every effort should be made to process PBP requests as expeditiously as possible. Because PBPs are contract financing payments, they are not subject to the interest-penalty provisions of prompt payment (FAR 32.9).

G.4.3 Payments

The Contractor may submit requests for payment of PBPs not more frequently than monthly. All PBPs in any period for which payment is requested shall be included in a single request, appropriately itemized and totaled. The Contractors request for payment shall contain the information required by FAR Clause 52.232-32 and shall be in accordance with subparagraph G.4.7 Performance Based Payments Events and Success Criteria. A certification shall be submitted with each request.

The Contractor shall only submit billings for events in which the performance criterion has been successfully accomplished. The Contracting Officer shall not approve a PBP until the specified event or performance criterion has been successfully accomplished in accordance with the contract. If the Contractor does not meet the entire performance criterion, the Contractor shall be paid for each severable event in which the performance criterion has been accomplished. If the event is cumulative, the Contracting Officer shall not approve the PBP unless all identified preceding events or criteria are accomplished. Events that are not approved may be re-submitted in the following months, provided that the performance criterion has been accomplished.

The form and method the Contractor shall use to request payment shall include:

1. Identification of any event that has been successfully completed for wich payment is being requested.
2. A certification signed by an authorized official of the company, stating that an event has been successfully completed.
3. The original PBP invoice accompanied by the certification will be forwarded to the Administrative Contracting Officer (ACO) for review, concurrence and submittal to DFAS for payment.
4. Amount to be paid will be segregated by CLILN/SubCLIN. There shall be one (1) payment request per month for all events; however, a monthly request may cover payments for more than one (1) event. The segregation of amounts to be paid by CLIN/SubCLIN shall be attached to the payment request.

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5. PBP event accomplishment need not be confirmed before the related payment is approved and made. PBP event accomplishment can be reviewed and confirmed after the payment has been approved for disbursement.

#### G.4.4 Contractor Certification

With each PBP request, the Contractor shall certify that, to the best of its knowledge and belief, the following statements are true:

1. This request for PBP is true and accurate; this request and attachments have been prepared from the books and records of the Contractor in accordance with the contract and instructions of the ACO.
2. Except, as reported in writing, all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business.
3. There are no encumbrances, except as reported in writing, against the property acquired or produced for and allocated or properly charged to the contract, which would affect or impair the Governments title. There has been no recent materially adverse change in the financial condition of the Contractor.

#### G.4.5 Contractor Records

The Contractor shall maintain the following records and controls for administration of FAR Clause 52.232-32:

1. Copies of all Contractor certifications stating that an event has been successfully completed.
2. Copies of all commercial payment requests submitted
3. Copies of all records of actual payments received
4. Any other records and controls as may be required for the proper administration of PBP under this contract.

#### G.4.6 Payment Adjustments

It may be necessary to adjust subparagraph G.4.7 Performance Based Payments Events and Success Criteria to reflect subsequent changes or contract modifications. The required adjustments may take the form of adding a new PBP event, modifying the definition, value, or timing of existing events, or making other modifications to reflect the agreements of the parties.

#### G.4.7 Performance Based Payments Events and Success Criteria

The following constitutes the PBP Events and Success Criteria, Methods of verification, Event Values and Estimated Time Frames for accomplishment of PBPs.

##### G.4.7.1 EVENT 1 (Severable Event)

Description - Success criteria is based on the Contractors development of Bill of Material (BOM) and loading of Customer Sales Orders (CSOs) into the JD Edwards system to generate initial commitment of resources for the production schedule.

Accomplishment Expected The Contractor is expected to generate firm requirements in the Material Requirement Planning (MRP) system, which drives the production schedule and provides the supplier base with visibility of production requirements.

Method of Verification DCMA will review the CSOs in Jobboss System and compare them to the requirements in the Delivery Order.

Event Value This event will be performance-billed at 10% of vehicle CLINs within each Delivery Order. This event is severable from all other events and can be billed at the time the event is completed without regard to completion of any other event. Billings shall be in accordance with requirements outlined in paragraph G.4.3 Payments.

Estimated Time Frame This event occurs after receipt of each Delivery Order from Government.

##### G.4.7.2 EVENT 2 (Cumulative Event)

Description - Success criteria is based on firm orders generated by MRP for long lead time items (five months or more prior to production release) such as the engine, transmission, axles, winches, transfer case gearing, tires, alternators, etc., as referenced in the bills of material.

Accomplishment Expected The Contractor is expected to support the Master Production Schedule planned vehicle build. This involves production of long lead items at supplier locations and firm financial commitment by the Contractor/Corporation.

Method of Verification DCMA will review Purchase Order commitments for long lead-time items (on line status via AS 400 System or hard copy). Verification will occur at five (5) months prior to planned production release.

Event Value this event will be performance-billed at 30% of vehicle CLINs, stated as a percentage of item unit price, within Delivery Order. This event is cumulative and cannot be billed until Event 1 is completed. Billings shall be in accordance with requirements outlined in paragraph G.4.3 Payments.

Estimated Time Frame this event occurs five (5) months prior to planned production release.

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G.4.7.3 EVENT 3 (Severable Event)

Description - Success criteria is based on the Contractors planning and effort necessary for transition from parts procurement to vehicle acceptance by the Government to support each planned vehicle in accordance with the production schedule through DD250. Examples include develop direct labor routing and/or work instructions for each process and work station.

Accomplishment Expected The Contractor is expected to commit manpower, resources and facilities to meet the production schedule. This includes the production of remaining items at supplier locations, firm financial commitment by the Contractor/Corporation, and the initiation of teardown and overhaul of Government assets for RECAP.

Method of Verification DCMA will review direct labor routings and/or work instructions (on line status via AS400 system or hard copy), review of Purchase Order commitments for remaining items and review teardown schedule with Production Line Drop Schedule.

Event Value this event will be performance-billed at 30% of vehicle CLINs within each Delivery Order. This event is severable from all other events and can be billed at the time the event is completed without regard to completion of any other event. Billing shall be in accordance with requirements outlined in paragraph G.4.3 Payments.

Estimated Time Frame This performance event occurs three (3) months prior to planned production release.

G.4.8 Liquidiation

The final event DD 250 / WAWF-RA acceptance by the Government will constitute the final 40 percent of the CLIN price, minus any withholds (if applicable). This event will liquidate previous performance payments (max. 60 percent of CLIN value) against each BAP delivered. If no performance payments have been made, the Contractor is entitled to 100 percent of that vehicle at the time of DD form 250 / WAWF-RA acceptance by the Government.

\*\*\* END OF NARRATIVE G 0001 \*\*\*

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

	Regulatory Cite	Title	Date
H-1	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
H-2	252.225-7013	DUTY-FREE ENTRY	JUN/2005
H-3	252.225-7043	ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (See DFARS 225.7401(b) for paragraph C fill-in.)	MAR/2006
H-4	252.228-7003	CAPTURE AND DETENTION	DEC/1991
H-5	252.217-7026	IDENTIFICATION OF SOURCES OF SUPPLY	NOV/1995

(a) The Government is required under 10 U.S.C. 2384 to obtain certain information on the actual manufacturer or sources of supplies it acquires.

(b) The apparently successful Offeror agrees to complete and submit the following table before award:

TABLE						
Line	National	Commercial	Source of Supply		Actual	
Items	Stock	Item	Address		Part No.	Mfg?
(1)	(2)	(Y or N)	(4)	(4)	(5)	(6)

- (1) List each item of supply and item of technical data.
- (2) If there is no national stock number, list "none."
- (3) Use Y if the item is a commercial item; otherwise use N. If Y is listed, the Offeror need not complete the remaining columns in the table.
- (4) For items of supply, list all sources. For technical data, list the source.
- (5) For items of supply, list each source's part number for the item.
- (6) Use Y if the source or supply is the actual manufacturer; N if it is not; and U if unknown.

[End of Clause]

H-6	252.225-7040	CONTRACTOR PERSONNEL SUPPORTING A FORCE DEPLOYED OUTSIDE THE UNITED STATES (Deviation per OSD memo 25 Jan 2007))	JUN/2006
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(a) Definitions. As used in this clause--

Combatant Commander means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

Theater of operations means an area defined by the combatant commander for the conduct or support of specific operations.

(b) General.

(1) This clause applies when contractor personnel deploy with or otherwise provide support in the theater of operations to U.S. military forces deployed outside the United States in--

- (i) Contingency operations;
- (ii) Humanitarian or peacekeeping operations; or
- (iii) Other military operations or exercises designated by the Combatant Commander.

(2) Contract performance in support of U.S. military forces may require work in dangerous or austere conditions. The Contractor accepts the risks associated with required contract performance in such operations.

(3) Contractor personnel are not combatants and shall not undertake any role that would jeopardize their status. Contractor personnel shall not use force or otherwise directly participate in acts likely to cause actual harm to enemy armed forces.

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(c) Support.

(1) The Combatant Commander will develop a security plan to provide protection, through military means, of Contractor personnel engaged in the theater of operations unless the terms of this contract place the responsibility with another party.

- (2)(i) All Contractor personnel engaged in the theater of operations are authorized resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.
- (ii) When the Government provides medical treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.
- (iii) Medical or dental care beyond this standard is not authorized unless specified elsewhere in this contract.

(3) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the theater of operations under this contract.

(d) Compliance with laws and regulations. The Contractor shall comply with, and shall ensure that its personnel supporting a force deployed outside the United States as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable--

- (1) United States, host country, and third country national laws;
- (2) Treaties and international agreements;
- (3) United States regulations, directives, instructions, policies, and procedures; and
- (4) Orders, directives, and instructions issued by the Combatant Commander relating to force protection, security, health, safety, or relations and interaction with local nationals.

(e) Pre-deployment requirements. The Contractor shall ensure that the following requirements are met prior to deploying personnel in support of U.S. military forces. Specific requirements for each category may be specified in the statement of work or elsewhere in the contract.

- (1) All required security and background checks are complete and acceptable.
- (2) All deploying personnel meet the minimum medical screening requirements and have received all required immunizations as specified in the contract. The Government will provide, at no cost to the Contractor, any theater-specific immunizations and/or medications not available to the general public.
- (3) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit a theater of operations and have a Geneva Conventions identification card from the deployment center.
- (4) Country and theater clearance is obtained for personnel. Clearance requirements are in DoD Directive 4500.54, Official Temporary Duty Abroad, and DoD 4500.54-G, DoD Foreign Clearance Guide. Contractor personnel are considered non-DoD personnel traveling under DoD sponsorship.

(f) Processing and departure points. Deployed contractor personnel shall--

- (1) Process through the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of contractor personnel and to ensure that all deployment requirements are met;
- (2) Use the point of departure and transportation mode directed by the Contracting Officer; and
- (3) Process through a Joint Reception Center (JRC) upon arrival at the deployed location. The JRC will validate personnel accountability, ensure that specific theater of operations entrance requirements are met, and brief contractor personnel on theater-specific policies and procedures.

(g) Personnel data.

(1) In accordance with DoD Instruction 3020.41, Contractor Personnel Authorized to Accompany the U.S. Armed Forces, the Contractor shall enter before deployment, or if already in the designated operational area, enter upon becoming an employee under the contract, and maintain current data, including departure data, for all Contractor personnel that are authorized to accompany U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause. The automated web-based system to use for this effort is the Synchronized Predeployment and Operational Tracker (SPOT) (For information on how to register and enter data into this system, go to <http://www.dod.mil/bta/products/spot.html> ).

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(2) The Contractor shall ensure that all employees in the database have a current DD Form 93, Record of Emergency Data Card, on file with both the Contractor and the designated Government official. The Contracting Officer will inform the Contractor of the Government official designated to receive this data card.

(h) Contractor personnel.

(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this clause. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

(2) The Contractor shall have a plan on file showing how the Contractor would replace employees who are unavailable for deployment or who need to be replaced during deployment. The Contractor shall keep this plan current and shall provide a copy to the Contracting Officer upon request. The plan shall--

- (i) Identify all personnel who are subject to military mobilization;
- (ii) Detail how the position would be filled if the individual were mobilized; and
- (iii) Identify all personnel who occupy a position that the Contracting Officer has designated as mission essential.

(i) Military clothing and protective equipment.

(1) Contractor personnel supporting a force deployed outside the United States as specified in paragraph (b)(1) of this clause are prohibited from wearing military clothing unless specifically authorized in writing by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures and the Geneva Conventions.

(2) Contractor personnel may wear military-unique organizational clothing and individual equipment (OCIE) required for safety and security, such as ballistic, nuclear, biological, or chemical protective clothing.

(3) The deployment center, or the Combatant Commander, shall issue OCIE and shall provide training, if necessary, to ensure the safety and security of contractor personnel.

(4) The Contractor shall ensure that all issued OCIE is returned to the point of issue, unless otherwise directed by the Contracting Officer.

(j) Weapons.

(1) If the Contractor requests that its personnel performing in the theater of operations be authorized to carry weapons, the request shall be made through the Contracting Officer to the Combatant Commander. The Combatant Commander will determine whether to authorize in-theater contractor personnel to carry weapons and what weapons will be allowed.

(2) The Contractor shall ensure that its personnel who are authorized to carry weapons--

- (i) Are adequately trained;
- (ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and
- (iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition.

(3) Upon redeployment or revocation by the Combatant Commander of the Contractor's authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(k) Vehicle or equipment licenses. Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the theater of operations.

(l) Purchase of scarce goods and services. If the Combatant Commander has established an organization for the theater of operations whose function is to determine that certain items are scarce goods or services, the Contractor shall coordinate with that organization local purchases of goods and services designated as scarce, in accordance with instructions provided by the Contracting Officer.

(m) Evacuation.



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(1) If the Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national contractor personnel.

(2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.

(n) Next of kin notification and personnel recovery.

(1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is missing, captured, or abducted.

(2) In the case of missing, captured, or abducted contractor personnel, the Government will assist in personnel recovery actions in accordance with DoD Directive 2310.2, Personnel Recovery.

(o) Mortuary affairs. Mortuary affairs for contractor personnel who die while providing support in the theater of operations to U.S. military forces will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

(p) Changes. In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph (p) shall be subject to the provisions of the Changes clause of this contract.

(q) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts that require subcontractor personnel to be available to deploy with or otherwise provide support in the theater of operations to U.S. military forces deployed outside the United States in--

- (1) Contingency operations;
- (2) Humanitarian or peacekeeping operations; or
- (3) Other military operations or exercises designated by the Combatant Commander.

[End of Clause]

H-7      52.204-4005      REQUIRED USE OF ELECTRONIC CONTRACTING      SEP/2004

(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference", meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr.gov/> . (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

- Warren: <http://contracting.tacom.army.mil/awd.htm>
- Rock Island: <https://aaais.ria.army.mil/AAIS/AWDINFO/index.htm>
- Picatinny: <http://procnnet.pica.army.mil/dbi/DynCBD/award.cfm>
- Red River Army Depot: <http://www.redriver.army.mil/contractingframes/RecentAwards.DPD.cfm>
- Anniston Army Depot: <http://www.anadprocnnet.army.mil/>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

- (1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or

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Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/dpap/ebiz/VANs.htm> . If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Please go to the following webpage for detailed information about submitting your offer electronically: <http://contracting.tacom.army.mil/ebidnotice.htm>

(f) Additional information can be obtained by sending a message to: [acqcenweb@tacom.army.mil](mailto:acqcenweb@tacom.army.mil) or by calling (586) 574-7059.

[End of Clause]

H-8	52.225-4040 (TACOM)	ARMY MATERIEL COMMAND (AMC) ADMINISTRATIVE REQUIREMENTS FOR DEPLOYED CONTRACTORS	JUN/2005
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(a) In order to maintain accountability of all deployed personnel in the Theater of Operations (see DFARS clause 252.225-7040 for definition), the Contractor shall follow instructions issued by the Army Materiel Commands Logistics Support Element (AMC LSE) or other Contracting Officers designated representative to provide, and keep current, requested data on Contractor Personnel for entry into military personnel database systems.

(b) The Contractor shall coordinate with the AMC LSE or other Contracting Officers designated representative for logistics support, as follows:

- (1) Upon initial entry into the Theatre of Operations;
- (2) Upon initiation of contract performance;
- (3) Upon relocation of contract performance within the Theatre of Operations; and
- (4) Upon exiting the Theatre of Operations.

[End of Clause]

H-9	52.246-4026 (TACOM)	LOCAL ADDRESSES FOR DD FORM 250 AND WAWF RECEIVING REPORTS	SEP/2006
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(a) The Contractor may use either the Material Inspection and Receiving Report (DD 250) or Wide Area Workflow (WAWF) to process receiving reports for inspection, acceptance, and payment. Use only one method per contract; not both.

(b) If you are using the Material Inspection and Receiving Report (DD 250), use one of the following methods to send each DD 250 pertaining to this contract to us:

- (1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address: [DD250@tacom.army.mil](mailto:DD250@tacom.army.mil)
- (2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number:  
  
(586) 574-7788 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract. These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F. The DD250 form may be found, in three different formats, on the World Wide Web at <http://www.dtic.mil/whs/directives/infomgt/forms/forminfo/forminfo2126.html>

(c) If you are using Wide Area Workflow (WAWF) instead of DD 250s, we may require copies of the WAWF Receiving Report, Bills of Lading, or other documentation to resolve delinquencies, payment issues, or other administrative issues. If this documentation is requested, use the same email address or fax number shown in paragraph (b) above to submit the information. No copies of the WAWF Receiving Report are required unless specifically requested by the PCO, buyer, or other appropriate government official.

H-10 Exchange Rate Adjustment

H.10.1 The Government and the contractor acknowledge that the BAP price payable to the contractor under option CLINs 0001AA, 0002AA, and 0003AA will be subject to potential risks due to exchange rate fluctuations between the US dollar and the Canadian dollar. The parties also agree that the risk shall be borne by both the Government and Contractor at the time the delivery order is issued.

H.10.2 The baseline contract exchange rate is 1.00 Canadian dollar equals \$0.86 US cents/dollar.

H.10.3 The Prices in the affected CLINs shall be adjusted using the actual exchange rate by subtracting the adjustment to the unit price according to the following formula.

A = C x ((BR/AR)-1)

Definitions:

A = Adjustment amount to be added or subtracted to the unit price

C = CLIN unit price

BR = Baseline contract exchange rate

AR = Actual Canadian dollar rate

Example

Actual Rate Higher	Actual Rate Lower
A = \$1,000 x ((.86/.90)-1)	A = \$1,000 x ((.86/.80)-1)
A= 1000 x (-.04444)	A = 1000 x (.0750)
A = -\$44.44	A = \$75.00

The new unit price for this option exercise would be:

1000 + -44.44 = \$1,044.44	(Actual Rate Higher)
1000 - 75.00 = \$925.00	(Actual Rate Lower)

H.10.4 Procedure for the adjustment

H.10.4.1 One to two days prior to the issuing the delivery order, the Government will check this web site <http://www.ny.frb.org/markets/foreignex.html> for the latest exchange rate.

H.10.4.2 The Government will adjust the price for the BAP using the above formula and will coordinate the calculation of the adjustment with the contractor to the maximum extent practicable, and will issue the delivery order at the adjusted prices. The delivery order will display the calculation of the adjustment.

H.10.4.3 The price will only be adjusted if the exchange rate is higher than \$0.90 or lower than \$0.82 US cents/dollar to 1.00 Canadian dollar.

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\*\*\* END OF NARRATIVE H 0001 \*\*\*

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SECTION I - CONTRACT CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://farsite.hill.af.mil/>

[End of Clause]

	Regulatory Cite	Title	Date
I-1	52.202-1	DEFINITIONS	JUL/2004
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-5	52.203-8	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-6	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP/2005
I-8	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-9	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	SEP/2006
I-10	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-11	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-12	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-13	52.215-14	INTEGRITY OF UNIT PRICES (ALTERNATE I, (OCT 1997))	OCT/1997
I-14	52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	JAN/1997
I-15	52.227-9	REFUND OF ROYALTIES	APR/1984
I-16	52.229-7	TAXES--FIXED-PRICE CONTRACTS WITH FOREIGN GOVERNMENTS	JAN/1991
I-17	52.232-25	PROMPT PAYMENT	OCT/2003
I-18	52.232-32	PERFORMANCE-BASED PAYMENTS (per para (c)(2), requests will be paid on the "30th" day)	FEB/2002
I-19	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-20	52.232-23 (ALT 1)	ASSIGNMENT OF CLAIMS (Alternate I version dated April 1984)	JAN/1986
I-21	52.243-1	CHANGES--FIXED-PRICE	AUG/1987
I-22	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-23	52.244-2	SUBCONTRACTS	AUG/1998
I-24	52.247-1	COMMERCIAL BILL OF LADING NOTATIONS	FEB/2006
I-25	52.247-68	REPORT OF SHIPMENT (REPSHIP)	FEB/2006
I-26	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY/2004
I-27	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-28	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-29	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
I-30	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-31	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	JUL/2006
I-32	252.225-7042	AUTHORIZATION TO PERFORM	APR/2003
I-33	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/1999
I-34	252.232-7008	ASSIGNMENT OF CLAIMS (OVERSEAS)	JUN/1997
I-35	252.242-7003	APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS	DEC/1991
I-36	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-37	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
I-38	52.216-21	REQUIREMENTS	OCT/1995

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as estimated or maximum in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the ORDERING clause. Subject to any limitations in the ORDER LIMITATIONS clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the ORDERING clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

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(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and the Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 30 Dec 2013.

(End of clause)

I-39      52.232-32      PERFORMANCE BASED PAYMENTS

FEB/2002

(a) Amount of payments and limitations on payments. Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.

(b) Contractor request for performance-based payment. The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.

(c) Approval and payment of requests.

(1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the -1- \_\_\_ day after receipt of the request for performance-based payment. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquires into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

(3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

(d) Liquidation of performance-based payments.

(1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.

(2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

(e) Reduction or suspension of performance-based payments. The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).

(2) Performance of this contract is endangered by the Contractor's --

(i) Failure to make progress; or

(ii) Unsatisfactory financial condition.

(3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

(f) Title.

(1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract

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- (2) "Property," as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:
- (i) Parts, materials, inventories, and work in process;
  - (ii) Special tooling and special test equipment to which the Government is to acquire title under any other clause of this contract;
  - (iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (f)(2)(ii) of this clause; and
  - (iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.
- (3) Although title to property is in the Government under this clause, other applicable clauses of this contract (e.g., the termination or special tooling clauses) shall determine the handling and disposition of the property.
- (4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.
- (5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.
- (6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not --
- (i) Delivered to, and accepted by, the Government under this contract; or
  - (ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.
- (7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.
- (g) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is damaged, lost, stolen, or destroyed, the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.
- (h) Records and controls. The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.
- (i) Reports and Government access. The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.
- (j) Special terms regarding default. If this contract is terminated under the Default clause,
- (1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and
  - (2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.
- (k) Reservation of rights.
- (1) No payment or vesting of title under this clause shall --
    - (i) Excuse the Contractor from performance of obligations under this contract; or
    - (ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.
  - (2) The Government's rights and remedies under this clause --
    - (i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and
    - (ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.
- (l) Content of Contractor's request for performance-based payment. The Contractor's request for performance-based payment shall contain the following:
- (1) The name and address of the Contractor;
  - (2) The date of the request for performance-based payment;
  - (3) The contract number and/or other identifier of the contract or order under which the request is made;
  - (4) Such information and documentation as is required by the contract's description of the basis for payment; and
  - (5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.
- (m) Content of Contractor's certification. As required in paragraph (l)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

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I certify to the best of my knowledge and belief that --

(1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;

(2) (Except as reported in writing on \_\_\_\_\_), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;

(3) There are no encumbrances (except as reported in writing on \_\_\_\_\_) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;

(4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated \_\_\_\_\_; and

(5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

(End of Clause)

I-40      52.217-4009      OPTION TO EXTEND THE TERM OF THE CONTRACT      JUN/2005  
(TACOM)

(a) The Government may extend the term of this contract by written notice to the Contractor within 120 days after the end of the last ordering year.

(b) The total duration of this contract shall not exceed three (3) years from the date of the basic contract award.

[End of Clause]

I-41      52.252-6      AUTHORIZED DEVIATIONS IN CLAUSES      APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

[End of Clause]

I-42      252.223-7001      HAZARD WARNING LABELS      DEC/1991

(a) Hazardous material, as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labelling requirements of one of the following statutes:

(1) Federal Insecticide, Fungicide and Rodenticide Act;

(2) Federal Food, Drug and Cosmetics Act;

(3) Consumer Product Safety Act;

(4) Federal Hazardous Substances Act; or

(5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labelled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert None.)

ACT



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(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

[End of Clause]

I-43	252.229-7001	TAX RELIEF	JUN/1997
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(a) Prices set forth in this contract are exclusive of all taxes and duties from which the United States Government is exempt by virtue of tax agreements between the United States Government and the Contractor's government. The following taxes or duties have been excluded from the contract price:

NAME OF TAX: <u>(Offeror insert)</u>	RATE (PERCENTAGE): <u>(Offeror insert)</u>
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(b) The Contractor's invoice shall list separately the gross price, amount of tax deducted, and net price charged.

(c) When items manufactured to United States Government specifications are being acquired, the Contractor shall identify the materials or components intended to be imported in order to ensure that relief from import duties is obtained. If the Contractor intends to use imported products from inventories on hand, the price of which includes a factor for import duties, the Contractor shall ensure the United States Government's exemption from these taxes. The Contractor may obtain a refund of the import duties from its government or request the duty-free import of an amount of supplies or components corresponding to that used from inventory for this contract.

[End of Clause]

I-44	52.216-4021 (TACOM)	REQUIREMENTS DEFINITION	JUN/2005
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"Supplies" as used in FAR 52.216-21, entitled Requirements, is hereby defined as new supplies. It does not include rebuilt or remanufactured items.

[End of Clause]

SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Attachment 001	CONTRACT DATA REQUIREMENTS LIST	13-FEB-2007	003	MAIL
Attachment 002	M15 BAP PERFORMANCE SPECIFICATION	29-JAN-2007	015	MAIL
Attachment 003	PRICING - BAP REFURBISHMENT	28-FEB-2007	006	MAIL
Attachment 004	PERFORMANCE BASED PAYMENTS TABULATION MATRIX	22-MAR-2007	001	MAIL

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**ATT/EXH ID** Attachment 002

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